1996 S. Kirk Rd Ste 320
Geneva, IL 60134

Kane County

Forest Preserve, Finance and Administration Committee

Agenda

President Bill Lenert, Chair Rick Williams,
Vice-Chair Jon Gripe, Gary Daugherty, Mo Iqbal, Leslie Juby, Bill Roth

Tuesday, September 23, 2025 **2:00 PM** **3rd Floor Board Room**

I. Call To Order
Remote Attendance Approval

II. Approval of Minutes from August 26, 2025

III. Public Comment (Each Speaker is limited to three minutes)

IV. Bids and Proposals

TMP-25-1038 Resolution Authorizing a Three (3) Year Contract With Automatic Data Processing (ADP) for Payroll, Human Resources, Tax Filing and Record Keeping Services

V. New or Unfinished Business

TMP-25-1042 Ordinance Approving an Amendment to the Purchasing Ordinance for the Forest Preserve District of Kane County

TMP-25-1167 Presentation and Discussion of the Tax Levy for Fiscal Year 2026-2027

VI. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation and Personnel

VII. Communications

VIII. Chairman's Comments

IX. Adjournment
Adjournment until: Tuesday, October 28, 2025 at 2:00 p.m. in person at the Forest Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva, Illinois and via zoom https://zoom.us/j/6302325980? pwd=aURTSGJoRlVJNDRCcHJXd3dvaVVrUT09 Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on the Districts' website must still be completed for guests to speak at the meeting.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-25-1038

RESOLUTION AUTHORIZING A THREE (3) YEAR CONTRACT WITH AUTOMATIC DATA PROCESSING (ADP) FOR PAYROLL, HUMAN RESOURCES, TAX FILING AND RECORD KEEPING SERVICES

WHEREAS, The Forest Preserve District of Kane County (District) intends to no longer host the District's payroll functions in house; and

WHEREAS, The District, through a competitively bid OMNIA CO-OP price with ADP, can implement Human Resource functionality that directly interfaces with the ADP payroll processing program to enhance the technology and reporting available, while also reducing costs for the District within the three (3) year contract period; and

WHEREAS, review and discussion from the Finance Committee and Executive Committee are recommending approval by the Full Commission Board of the requested action.

NOW, THEREFORE, BE IT RESOLVED that the Forest Preserve District of Kane County, Kane County, IL hereby authorizes the Executive Director to enter into a three (3) year contract with Automatic Data Processing (ADP) with maintaining a fixed price through the agreement along with the authority to extend the agreement annually with approval of a post-lock guarantee of rates not to exceed 3% compared to the following year.

APPROVED AND PASSED on this 14th day of October, 2025.

_____	_____
Bill Lenert	Mohammad Iqbal
President, Kane Forest Preserve	Secretary, Kane Forest Preserve
Kane County, Illinois	Kane County, Illinois

AGENDA MEMORANDUM

DATE: September 23, 2025

TO: Forest Preserve District Finance and Administration Committee

FROM: Ben Haberthur, Executive Director
Dave Petschke, Director of Finance
Jen Clough, Director of HR

SUBJECT: Presentation and Approval of a 3-Year Contract for Cloud-Based Payroll and Human Resource Services from ADP, Inc.

PURPOSE:
The purpose of this memorandum is to provide the Committee with information to consider approving a 3-year contract with Automatic Data Processing (ADP) Inc. for select Human Resource (HR) and payroll services.

BACKGROUND:
The District currently manages both our Human Resource Information System (HRIS) and payroll functions through New World Systems. "New World" is an Enterprise Resource Planning (ERP) system by Tyler Technologies. Tyler no longer sells this outdated software, and will stop supporting this product at an unspecified time in the near future. Given the uncertainty of Tyler's support for New World, coupled with currently available organizational restructuring opportunities, staff are recommending the contracting of the District's payroll services and select HR functions to ADP Inc. This strategic shift offers a cost savings opportunity while introducing a suite of new technologies that will enhance both the District's financial operations and improve HR functionality.

A recent promotion in the Finance department left the Payroll Coordinator position vacant, and the position is currently frozen. Transitioning to ADP for payroll processing, timeclock management, W-2 issuance, and quarterly 941 reporting, eliminates the need to backfill the Payroll Coordinator position. The overall savings from this vacancy, combined with reductions in other software systems replaced by ADP's integrated platform, total approximately $113,069.00 annually.

Transitioning to ADP will also allow the Finance department to shift its focus from manual payroll processing to higher-level financial analysis. This includes reviewing time clock data and payroll registers for accuracy before approval. As well as providing strategic oversight on compensation trends and staffing costs.

These savings will allow the District to reclassify the currently vacant Human Resources Generalist position into a Human Resources Manager position. The new manager, in partnership with the Human Resources Coordinator, will ensure dual controls of all employee data including work schedules, pay rates, deductions,

and benefits. They will also reconcile ADP generated reports against IPBC's health insurance portal "PlanSource" data, ensuring accuracy and compliance. This layered review process will improve audit readiness and data integrity while also strengthening internal controls and add depth to the HR team's oversight responsibilities. This HR restructuring will be funded from part of the savings realized from the Finance department's restructuring. The cost to reclassify the HR Generalist position to an HR Manager position is an estimated cost of ($22,083.00).

One of the largest benefits of utilizing ADP services is access to the technology, including analytic reporting and HR enhancements. The advanced suite of HR technologies will support the District in the following key areas:

- Performance Evaluations – Streamlined tools to track and manage employee performance cycles. The current process is manual and paper-based. Other electronic solutions that have been evaluated by the Human Resources department have been much more costly to implement and manage.
- Time Clocks – Modernized time tracking solutions integrated directly with payroll to reduce errors and manual entry.
- Applicant Tracking – Enhanced recruitment tools to attract, review, and hire candidates more efficiently. The District currently uses Applitrack, which is designed for K-12 education and has limited with the ability to support the District's needs.
- Onboarding – Automated onboarding processes for new hires to ensure timely and compliant integration into the district. The current process is manual and paper-based.
- Benefits Administration – ADP will reconcile the PlanSource monthly invoices to ensure the deductions and benefits that are managed in the ADP HRIS system are accurate and that the District's expenditures for IPBC benefits are accurate.

This will modernize how the District recruits and onboards employees, as well as how employees enroll in benefit plans, submit time worked, and manage performance. The magnitude of the project will need to be supported with comprehensive training and on-going support efforts.

Staff across the Finance, Human Resources, and Administration departments evaluated the benefit of contracting with ADP and concluded that it will improve internal controls, eliminate redundancies, and promote efficiencies well beyond the current software capabilities. This solution will also integrate into any ERP solution that will eventually replace the current New World Systems, ERP that Tyler Technologies is no longer selling to governmental entities. The proposed contract pricing was obtained through the OMNIA co-op and includes a reduction in implementation costs of 63.6% from $22,000.00 to $8,000.00. It also includes a discount of 20.0% for the annual base rate of 100 employees from $82,621.25 to $66,097.00 per year.

FINANCIAL IMPACT:

ADP, Inc. agreed to lock in their pricing for the 3-year duration of this agreement. ADP has also agreed to a post contract lock of 3%, which will ensure the increases in the rates charged remain within 3% of the prior year. The District anticipates salary and benefit increases for the Payroll Coordinator position that is being eliminated to be much higher than the rate increases beyond the 3-year initial ADP contract period. Charges from ADP are calculated monthly, based upon the highest headcount of the pay periods that were processed in the prior month. Additional "ADP Comprehensive Services Ancillary Modules" are included in this contract as well, which are all disclosed in the attached contract.

The District anticipates that the base rate for ADP services will be approximately $5,462.25 (100 employees), while in the peak seasonal months we expect that figure to increase to approximately $6,816.95 (131 employees). Based on historical employee counts from fiscal year 2025, the District projects an annual fee of approximately $73,027.20 for payroll, HR, and tax filing services within the 3-year contract period if employee staffing remains consistent.

Total savings from eliminating the Payroll Coordinator position and software systems that will no longer be needed are $113,069.00 annually. Those savings will be offset by a reclassification of the Human Resources Generalist position to a Human Resources Manager position for an increased cost of $22,083.00. Additionally, the anticipated annual cost for ADP will be $73,027.20. Therefore, the District will be able to utilize all of the services and technology from ADP while strengthening the support within the Human Resources department and also saving the District $17,958.80 in the first year. This also ensures that annual increases remain locked for a 3-year period and that subsequent increases are not greater than 3% annually which will generate greater savings in the future compared to the projected salary and benefit increases for the Payroll Coordinator position.

The ADP contract will also require a one-time implementation fee of $8,000.00 that is currently available within the Administrative Department's contingency account, 01-11-11-5080.

RECOMMENDATION:
Staff recommends the Committee approve a 3-year contract with ADP, Inc. for payroll and human resource services and authority for the Executive Director to extend the ADP, Inc. contract for subsequent years due to the 3% post-rate lock offered by ADP, Inc.

ATTACHMENTS:
ADP, Inc. Contract
ADP, Inc. post-lock rate addendum

Company Information

Forest Preserve District of Kane County
1996 S Kirk Rd
Geneva, IL 60134-4116
United States

Executive Contact

David Petschke
Director of Finance
petschkedavid@kaneforest.com
(630) 208-8663

INVESTMENT SUMMARY

Employees	Implementation	Total Annual
100	$8,000.00	$66,097.00

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

"Easy to onboard new staff and very user-friendly for new and current staff to navigate and use. The App makes it even easier to have all your information in one easy spot. Making employees more responsible for their own information - saves time on HR and payroll departments to make simple changes employees can manage on their own. "

—Teresa Stivala, SHRM-CP
VP of Human Resources, In Flight, Inc.

ADP Sales Associate

Lindsey James
HRO DM
lindsey.james@adp.com

GLOBAL MASTER SERVICES AGREEMENT

Effective Date: _____, 20___

As between:

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

-and-

Forest Preserve District of Kane County
(Referred to in this agreement as "**Client**")
1996 S Kirk Rd
Geneva, IL 60134-4116

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

- ADP Comprehensive Services:
  - Payroll Services – delivered via ADP Workforce Now
- ADP Compliance on Demand
- ADP DataCloud
- ADP Document Cloud
- ADP Marketplace
- ADP Time & Attendance Services
- ADP Wage Garnishment Services
- Benefit Services – delivered via ADP Workforce Now
- Employment Verification Services
- ESS & MSS Technology
- Essential ACA Services
- Human Resources Administration Services – delivered via ADP Workforce Now
- Participant Solution Center Support
- Talent Acquisition Solutions – delivered via ADP Workforce Now
- Talent Management Solutions – delivered via ADP Workforce Now

ADP, INC.	**Forest Preserve District of Kane County**
_____	_____
Signature of Authorized Representative	Signature of Authorized Representative
_____	_____
Name - Please Print	Name - Please Print
_____	_____
Title	Title

Notwithstanding any Investment Summary that may precede this Global Master Services Agreement and the page numbering below, this signature page is the first page of the Global Master Services Agreement and the Investment Summary that precedes it is for illustration purposes only and shall not become part of the Global Master Services Agreement.

Appendices

- ADP Comprehensive Services - Service Definition
- ADP Comprehensive Payroll Services - Service Definition
- Sales Order

Global Master Terms and Conditions

1 Definitions

1.1 **ADP HCM Services**. Only those Services, as defined below, that have been purchased by Client (as listed on the cover page, a Sales Order or otherwise) will be applicable.

1.1.1 **ADP Compliance on Demand**. A workforce management solution that provides clients with access to information and best practice guidance. ADP Compliance on Demand may include access to (1) a self-service library of human resources compliance information, (2) an online community to collaborate with other clients, (3) Tier 1 human resources professionals available to support and assist clients with their workforce management administration requirements, and (4) Tier 2 compliance experts who are available for up to a total of four (4) contacts per year.

1.1.2 **ADP Comprehensive Services.** ADP's business process outsourcing services delivered via ADP Workforce Now technology that covers the spectrum of human capital management services, including payroll, human resources, time and attendance, recruitment, talent, learning, benefits, among other services, as further described in the Service Definitions.

1.1.3 **ADP Data Cloud**. Provide tools to analyze and understand data.

1.1.3.1 **Analytics**. Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.

1.1.4 **ADP Document Cloud**. Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.

1.1.5 **ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).

1.1.6 **ADP Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:

1.1.6.1 **ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings and reconciliations on behalf of employers.

1.1.6.2 **ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check or payroll debit cards, in each case only to the extent applicable.

1.1.6.3 **Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.

1.1.6.4 **State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP and Client receives a quarterly summary of all claims.

1.1.7 **ADP Time & Attendance Services**. Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies.

1.1.7.1 **Managed Time & Attendance.** For the purposes of end of pay period administration, ADP will monitor the completeness of Client data submissions into the time and attendance system solely if such data fields are required to meet the basic functional requirements of the system in order to enable the Client's payroll to process.

1.1.8 **ADP Wage Garnishment Services.** Administration of child support orders, creditor garnishments, tax levies, bankruptcies, and student loan liens; which includes garnishment data and order processing, response and notification services, payment processing and disbursement of payments to the appropriate payees, and inquiry management for employees, custodial parents, agencies, and other third parties.

1.1.9 **ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.

1.1.10 **Benefit Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.

1.1.11 **Employment Verification Services.** Management of employment and income verification requests.

1.1.12 **ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.

1.1.13 **Essential ACA Services.** A technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C, access to evidence of benefit offering information and benefit offering audit reports.

1.1.14 **Human Resources Administration Services**. Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:

1.1.14.1 **WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.

1.1.15 **Participant Service Center.** Management of inquiries related to services through ADP service center locations as part of a comprehensive offering.

1.1.16 **Talent Acquisition Solutions**. Talent acquisition solutions made up of the following:

1.1.16.1 **ADP Recruiting Management Services**. Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.

1.1.17 **Talent Management Solutions**. Technology to facilitate the administration of talent management services, including:

1.1.17.1 **ADP Performance Management**. Solutions and tools to facilitate the performance management process, including goal alignment and employee engagement.

1.1.17.2 **Succession Planning**. Solutions and tools to facilitate talent assessments and establish action plans for critical roles.

1.2 General.

1.2.1 **"ADP"** has the meaning set forth on the cover page.

1.2.2 **"ADP Application Programs"** means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.

1.2.3 **"ADPCheck"** means checks printed and distributed by ADP to Payees pursuant to Client's direction.

1.2.4 **"ADPCheck Services"** refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.

1.2.5 **"ADP Direct Deposit Services"** means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee's selection.

1.2.6 **"Affiliate"** means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client's Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.

1.2.7 **"Agreement"** means this Global Master Services Agreement, consisting of the signature pages, the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.

1.2.8 **"Amendment"** means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.

1.2.9 "**API**" means application programming interface.

1.2.10 **"Biometric Data"** includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.

1.2.11 **"Biometric Identifier"** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

1.2.12 **"Biometric Information"** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

1.2.13 **"Biometric Services"** means services provided by ADP to Client via the use of timeclocks and software in connection with ADP's provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.

1.2.14 **"Biometric User"** means Client's employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data.

1.2.15 **"Business Day"** means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.

1.2.16 **"Client"** has the meaning set forth on the cover page.

1.2.17 **"Client ACA Liaison"** means the Client's designated person who shall serve as ADP's principal contact for Essential ACA Services.

1.2.18 **"Client Content"** means all information and materials provided by Client, its agents or employees, regardless of form.

1.2.19 **"Client Group"** means Client and Client's Affiliates listed in the Sales Order who are authorized to receive the Services.

1.2.20 **"Client Infringement Event"** means (i) any change or enhancement in, or use of, the Services by Client or a third party on Client's behalf other than at the direction of, or as approved by, ADP or (ii) Client's failure to use the most current release or version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).

1.2.21 **"Confidential Information"** means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.

1.2.22 **"Court Filed Notification"** means with respect to Wage Garnishment Services, ADP's standard notification form used to produce, submit and/or file a garnishment notice with a court of law.

1.2.23 "**Data Security Breach"** means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.

1.2.24 **"DHS"** means the U.S. Department of Homeland Security.

1.2.25 **"Documentation"** means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.

1.2.26 "**Early Termination Fee**" has the meaning set forth in Section 12.4.

1.2.27 **"e-IWO Program"** means with respect to Wage Garnishment Services, the Electronic Income Withhold Orders Program.

1.2.28 **"Effective Date"** has the meaning set forth on the cover page.

1.2.29 **"ERISA"** means Employee Retirement Income Security Act of 1974, as amended.

1.2.30 **"E-Verify"** means the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.

1.2.31 **"Flash Signatures"** means with respect to Wage Garnishment Services, the functionality to digitize Client signature, notary stamp and notary signature.

1.2.32 **"Form I-9"** means the employment eligibility verification form issued by the DHS.

1.2.33 "**FCRA**" means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

1.2.34 **"Global Master Terms and Conditions"** means the terms and conditions contained in the main body of this document following the signature pages.

1.2.35 "**Go-Live Date**" means the date of commencement of the first live processing of any given Service.

1.2.36 **"I-9 Handbook"** means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).

1.2.37 **"Implementation Services"** means the Services to be performed in order to commence ongoing Services.

1.2.38 **"Improvements"** has the meaning set forth in Section 5.4.

1.2.39 **"Indemnitee"** has the meaning set forth in Section 6.3.

1.2.40 **"Indemnitor"** has the meaning set forth in Section 6.3.

1.2.41 **"Initial Term"** means the period beginning as of the Effective Date and ending three (3) years after the date of Client's first monthly invoice for Services.

1.2.42 **"Intellectual Property Rights"** means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

1.2.43 **"Internal Business Purposes"** means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.

1.2.44 **"NACHA"** means the National Automated Clearing House Association.

1.2.45 "**Notice to Furnishers**" means with respect to Employment Verification Services, the notice provided to a furnisher of information pursuant to the Obligations of Furnishers of Information provided at the following URL: https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf.

1.2.46 **"Payee"** means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.

1.2.47 **"Payment Services**" means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.

1.2.48 **"Permitted Payment"** means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.

1.2.49 **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

1.2.50 **"Plan"** means Client's plan, including a group health plan, as identified by Client for the applicable Services.

1.2.51 **"Plan Administrator"** means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414(g) of the Internal Revenue Code of 1986, as amended.

1.2.52 **"Renewal Term"** means each additional one (1) year period after the Initial Term.

1.2.53 "**Sales Order(s)**" means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.

1.2.54 **"Services"** means the services listed on the cover page of this Agreement (including Implementation Services related thereto and ADP Application Programs), as may be further described in the Services Definitions, and such other services as the parties may agree to be performed from time to time.

1.2.55 **"SOC 1 Reports"** has the meaning set forth in Section 9.1.

1.2.56 **"Term"** means the Initial Term together with each Renewal Term, if any.

1.2.57 "**Termination Event**" means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed for a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.

1.2.58 **"Time & Attendance Hardware"** means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services.

1.2.59 **"Unauthorized Third Party"** means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.

1.2.60 **"USCIS"** means U.S. Citizenship and Immigration Services.

1.2.61 **"User"** means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.

1.2.62 **"Verification Agent"** means ADP and its subcontractors, as authorized by the Client, to perform Employment Verification Services.

1.2.63 **"Verification Data"** means employment and income information disclosed on the Client's behalf in connection with Employment Verification Services.

1.2.64 **"Verifiers"** means commercial, private, non-profit and government entities and their agents that wish to obtain or verify any Client's employees or former employees Verification Data in connection with Employment Verification Services.

2 Provision and Use of Services

2.1 **Provision of Services**. ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing

personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement.

2.2 **Cooperation**. Client will cooperate with ADP as reasonably necessary to implement and provide the Services. Client will, in a timely manner, execute and deliver all necessary documents, forms, or instruments (such as, to the extent applicable, reporting agent authorization, client account agreement, pre-authorized debit terms, limited powers of attorney, anti-money laundering/"Know Your Client" forms), provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and otherwise assist ADP as required.

2.3 **Use of Services**. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. ADP Workforce Now is designed for the United States and Canada and enables the processing of HR data for global human capital management needs. Client may, at its discretion, enable ADP Workforce Now functionality in other jurisdictions, except when prohibited by applicable law. ADP makes no representation or warranty that such global use comports with any local laws, regulations or directives outside the United States and Canada. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.

2.4 **Errors**. Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.

2.5 **Records**. Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.

2.6 **Third Party Services Available through or Integrated with the Services.** At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or any other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

3 Compliance

3.1 **Applicable Laws**. Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.

3.2 **Design of the Services**. ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

3.3 **Online Statements**. If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

3.4 **Data Privacy Appendix.** ADP's Data Privacy Appendix, located at https://contracts.adp.com/-/media/microsites/contracts/pdf/adp-dpa-v1-20250228.pdf, is incorporated by reference into this Agreement.

4 Confidentiality

4.1 **General**. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will

have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

4.2 **Return or Destruction**. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5 Intellectual Property

5.1 **Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2 **ADP IP Rights**. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the United States and Canada and solely up to the maximum number of Users (if any) indicated in the Sales Order. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

5.3 **Ownership of Reports**. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4 **Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "**Improvements**") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

6 Indemnities

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

6.2 **Client Indemnity**. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

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

7 Limit on Liability

7.1 **Ordinary Cap**. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Ordinary Cap"**).

7.2 **Extraordinary Cap**. As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Data Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to twelve (12) times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.

7.3 **Matters not Subject to the Cap**. The foregoing limits on liability shall not apply to the following:

7.3.1 Client's funding obligations in connection with the Payment Services;

7.3.2 Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;

7.3.3 In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;

7.3.4 Either party's gross negligence, or willful, criminal or fraudulent misconduct;

7.3.5 The infringement indemnity set forth in Section 6.1 and 6.2;

7.3.6 Client's biometrics indemnity set forth in Section 14;

7.3.7 Client's obligations to pay the fees for Services; and

7.3.8 ADP's obligations to provide credit monitoring as set forth in Section 10.2.

7.4 **Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.5 **No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY ISSUING BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from (i) ADP's or Client's gross negligence or willful, criminal or fraudulent misconduct, (ii) Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) ADP's or Client's breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimer

8.1 **Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2 **DISCLAIMER**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

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

8.3.1 THE ADP COMPREHENSIVE SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INFORMATION, MATERIALS, FORMS, AND PARTICIPANT SERVICE CENTER ACCESS, ARE PRESENTED IN GOOD FAITH, ARE GENERAL AND EDUCATIONAL IN NATURE AND ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY CLIENT AS EITHER LEGAL, FINANCIAL, INSURANCE OR TAX ADVICE. FURTHERMORE, THE INFORMATION CONTAINED IN THE COMPREHENSIVE SERVICES MAY NOT BE APPLICABLE TO OR SUITABLE FOR EVERY SPECIFIC FACT SCENARIO OR CIRCUMSTANCE OR NEED AND MAY REQUIRE CONSIDERATION OF OTHER MATTERS AND LEGAL SUPPORT. CLIENT ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR SEEKING ADVICE, AS

IT DEEMS NECESSARY, FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING OR OTHER PROFESSIONALS IN ALL JURISDICTIONS WHERE CLIENT OPERATES AND HAS EMPLOYEES.

8.3.2 THERE MAY BE CONFLICTING CURRENT PRACTICES, POLICIES OR CONTRACTS (WRITTEN OR UNWRITTEN) THAT MUST BE ADDRESSED BY CLIENT PRIOR TO THE ADOPTION AND IMPLEMENTATION OF ANY MATERIAL(S) AND/OR CONTENT(S) UNDER THE COMPREHENSIVE SERVICES. WHERE CERTAIN MATERIAL(S) AND/OR CONTENT(S) ARE BEING ADOPTED AND IMPLEMENTED BY THE CLIENT FOR ITS EXISTING WORKFORCE, IT MAY CONSTITUTE A CHANGE IN THE EMPLOYMENT TERMS OR CONTRACTUAL RELATIONSHIP, AND MAY REQUIRE THE PROVISION OF NOTICE OR CONSIDERATION.

8.3.3 IN NO EVENT SHALL ADP BE LIABLE TO CLIENT FOR ANY CLAIM(S) RELATING IN ANY WAY TO CLIENT'S INABILITY OR FAILURE TO PERFORM LEGAL, TAX OR OTHER RESEARCH OR RELATED WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY ADP, OR ANY DECISION MADE OR ACTION TAKEN BY CLIENT IN RELIANCE UPON THE CONTENT(S) AND/OR MATERIAL(S) PROVIDED AS PART OF THE COMPREHENSIVE SERVICES. THE CONTENT(S) AND/OR MATERIAL(S) WERE NOT NECESSARILY PREPARED BY A PERSON LICENSED TO PRACTICE LAW IN A PARTICULAR JURISDICTION.

9 Security and Controls

9.1 **Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

9.2 **Business Continuity; Disaster Recovery**. ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

9.3 **Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.

9.4 **Unauthorized Third Party Access.** Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10 Data Security Breach

10.1 **Notification**. If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

10.2 **Other ADP Obligations**. In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11 Payment Terms

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

11.2 **Additional Services and Charges.** Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed to Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.

11.3 **Fees for Implementation Services.** Implementation fees are due and payable by Client when billing begins for the Services in accordance with Section 11.4.

11.4 **Invoicing.** Client will be invoiced for fees on a monthly billing cycle. If Client is purchasing Comprehensive HR alone or with any other of the ADP Comprehensive Services, billing shall begin starting the monthly billing cycle following the initial kickoff call with Client's

applicable ADP Relationship Manager (the "Kick-off Call"). If Client is purchasing Comprehensive Payroll (without Comprehensive HR),Comprehensive Benefits and/or Comprehensive Talent billing shall begin upon the earlier of (a) the date Client is first able to use the services in a live production environment or (b) ninety (90) days from the Kick-off Call. Notwithstanding the foregoing, if Client is an existing ADP Workforce Now client migrating from Major Accounts Services to Comprehensive Services and has purchased Comprehensive Payroll, Comprehensive Benefit and/or Comprehensive Talent, then Client shall be invoiced for such Comprehensive Services commencing one month from the date Client is implemented on the Comprehensive Services platform. With the exception of the addition of any of the Comprehensive Services, in the event after the Effective Date Client adds additional Services pursuant to an Amendment, unless otherwise specified in such Amendment or Sales Order, billing shall commence when Client is first able to use such added Services in a live production environment. ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1.5%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.

11.5 **Currency.** Client shall pay the fees in US dollars.

11.6 **Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.

11.7 **Postage, Shipping, Travel and Out-of-Pocket Expenses**. ADP will invoice Client for postage charges, delivery charges, other third party charges, reasonable preapproved travel expenses, and travel-related out-of-pocket expenses, as necessary to provide the Services.

11.8 **Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) Business Day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) by 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date (in the case of the ADP Employment Tax Services) and (b) by 6:00 a.m. Pacific time two (2) Business Days prior to the associated payroll check date for all other Payment Services. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.

11.9 **Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "**Change Control Item**"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

12.1 **Term.** This Agreement is effective for the Initial Term and will automatically renew at the end of any Term for additional Renewal Terms unless terminated by either party upon written notice given at least ninety (90) days prior to the end of such Term.

12.2 **Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.

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

12.4 **Early Termination Fee.** In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination, if Client terminates Services or the Agreement in whole or in part for convenience or ADP terminates Agreement pursuant to Section 12.2 or 12.3 above, Client will reimburse ADP for its costs (including unamortized investments and any

costs incurred that have not been recovered from fees charged) associated with the termination of the Services as a percentage of the estimated aggregate ongoing fees for Services (the "**Early Termination Fee**"). The Early Termination Fee shall be equal to fifty percent (50%) of A multiplied by B where A equals the number of months remaining in the Term, as of the effective date of termination, and B equals the average monthly fee for the terminated Services. If monthly fees for Services have not been payable at the time of termination, B above shall be equal to the estimated monthly fees that would have been payable under the Agreement. In the case of a partial termination, ADP may adjust the fees for the remaining Services accordingly. Client shall also pay the Early Termination Fee in the event of any reduction in Client's volume or usage of Services by more than fifty percent (50%).

12.5 **Additional Termination Provisions**.

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

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

12.5.3 **Additional Suspension Provisions for ADP Wage Garnishment Services.** If ADP reasonably determines that it can no longer provide any or all of the ADP Wage Garnishments Services due to changes in applicable law or application of existing law, ADP may, upon notice to Client suspend the applicable portion of the ADP Wage Garnishment Services that it is no longer able to perform. Upon suspension, Client will (i) be responsible for payment of Client's wage garnishment and voluntary deduction amounts associated with that portion of the ADP Wage Garnishment Services suspended and not otherwise collected from Client by ADP including, without limitation, any judgments, court costs, legal fees, and interest accruing after the date of such termination and (ii) be responsible for its garnishment answer and filing obligations. In the event such suspension exceeds 30 days, such suspension shall become a termination.

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

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

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

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

13 Post Termination

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

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

14 Additional Terms

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

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

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

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

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

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

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

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

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

14.3.3 **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA") AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. FURTHER, ADP DOES NOT PROVIDE CLAIMS PROCESSING OR ANY OTHER COVERED FUNCTION WHICH WOULD CAUSE ADP TO BE CONSIDERED A BUSINESS ASSOCIATE AS DEFINED AT 45 CFR §160.103. ALL ENROLLMENT INFORMATION AND RELATED DATA COLLECTED BY ADP IS ON BEHALF OF CLIENT AND NOT ANY EMPLOYER-SPONSORED BENEFIT PLAN. ALL OTHER INFORMATION COLLECTED BY ADP FOR PROVIDING BENEFITS SERVICES IS CONSIDERED EMPLOYMENT RECORDS AND EXPLICITLY EXCLUDED FROM THE DEFINITION OF PROTECTED HEALTH INFORMATION AS STATED AT 45 CFR §160.103, AND IS NOT PROTECTED BY HIPAA'S PRIVACY RULE. SEE ALSO IDENTIFIABLE HEALTH INFORMATION: FINAL RULE, 67 FED. REG. 53,182, 53,192 (Aug. 14, 2002). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL REGARDING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

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

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

14.3.4.2 ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

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

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

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

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

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

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

14.4.1.3.1 Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.

14.4.1.3.2 Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

14.4.1.3.3 Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.

14.4.1.3.4 To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of this Section.

14.4.1.3.5 Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.

14.4.1.3.6 Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

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

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

14.5.1 **Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.

14.5.2 **Additional Requirements**. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

14.5.3 **Funding Obligations**. Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.

14.5.4 **Investment Proceeds; Commingling of Client Funds**. IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.

14.5.5 **Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.5.6 **Payroll Updates.** Client shall not perform any payroll/payroll module updates in ADP's systems unless directed by ADP; ADP shall make and maintain all necessary updates or changes based on information provided by Client to ADP. ADP shall not be responsible for (i) any changes made by Client directly into the payroll module and (ii) the impact Client's actions and inputs may have on the accuracy of Client's payroll.

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

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

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

14.7.1 **Managed Time & Attendance Services.** ADP shall provide the Managed Time & Attendance Services as further described in this Section and the corresponding Service Definitions for ADP Workforce Now Comprehensive Payroll.

14.7.1.1 **End of Pay Period Administration; Resolution of Error Exceptions**. Client acknowledges and agrees that Client will be responsible for ensuring that all time and labor data input submitted by Client to ADP is accurate, complete and delivered on time. For the purposes of this Agreement, the term "error exception(s)" means any data requirements within the ADP Time & Attendance module that, based on Client's configuration, have been assigned a severity level designation of "error"; such designation will create a requirement for an operational task to be completed in order to proceed with Client's payroll processing. Failure to resolve an error exception will prevent Client's payroll from being processed as scheduled. Client acknowledges and agrees that Client will be responsible to clear all error exceptions preventing the time and attendance file from processing. Client also agrees that all timeframes referenced below will be determined during the implementation process. Managed Time & Attendance Services include, but are not limited to, the following operational support to assist Client in the end of pay period process:

14.7.1.1.1 if within a predetermined timeframe prior to the deadline for payroll submission Client has not cleared all outstanding error exceptions, ADP will advise Client's designated contact of all outstanding error exceptions; and lock the end of pay period process with respect to Client clearance of error exceptions.

14.7.1.2 **Data Administration**. All data entry, adjustment and corrections to the ADP Time & Attendance module must be made by Client. ADP can make adjustments in the ADP Workforce Now Payroll module only. Prior to commencement of Services, Client shall provide to ADP all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with ADP to establish standards for ADP in its execution of the Services.

14.7.2 **Time & Attendance Hardware.**

14.7.2.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.

14.7.2.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not returned within 30 days of termination, Client agrees to purchase same at fair market value.

14.7.3 **Biometric Services.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use ADP Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

14.7.3.1 **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply

with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):

14.7.3.1.1 **Client Biometric Information Policy**. Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

14.7.3.1.1.1 a retention schedule and guidelines for permanently destroying Biometric Data;

14.7.3.1.1.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and

14.7.3.1.1.3 any additional requirements as required by potentially applicable law.

14.7.3.1.2 **Biometric User Notice and Consent**. Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

14.7.3.1.2.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

14.7.3.1.2.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

14.7.3.1.2.3 if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

14.7.3.1.3 **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.10.1 **Description of Services; Authorization.**

14.10.1.1 ADP will act solely as a third party service provider of garnishment data evaluation, data processing and payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow. However, the ADP Wage Garnishments Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.

14.10.1.2 Client authorizes ADP to (i) use Client's data to populate document templates and create garnishment responses and other standard form documents, (ii) file documents on Client's behalf and at its direction where permitted by the relevant court or agency, and (iii) prepare and serve written notices to third parties on Client's behalf and at its direction. ADP will perform the ADP Wage Garnishment Services in accordance with and subject to the documents and information provided to ADP by Client or agencies (including federal and state tax, credit and child support agencies, courts, levying officers and bankruptcy trustees, or by any other third parties from whom Client has directed or authorized ADP and ADP has agreed to accept such documents and information. In the event ADP has any questions relating to the application of same to a particular set of facts or if an employee of Client notifies ADP of his or her objection to ADP's evaluation or application of the same, then ADP will notify Client of such questions or objections. Client will be responsible for obtaining answers to any such questions or resolving such objections.

14.10.1.3 Client will be solely responsible for cases or claims by third parties against ADP unless the case or claim directly results from an ADP error or omission.

14.10.2 **Court Filed Notifications.** To the extent Client appoints ADP to perform court filed notification services (e.g., creditor garnishments), Client will review a copy of each Court Filed Notification as part of the ADP Wage Garnishment Services and hereby directs ADP to utilize such Court Filed Notifications on Client's behalf. ADP will be responsible for (i) monitoring changes in applicable rules that impact the format of each Court Filed Notification, (ii) implementing changes to the Court Filed Notification forms as deemed necessary, in ADP's reasonable discretion, to address such changes in applicable rules, and (iii) notifying Client of any such changes by providing Client with a copy of any modified Court Filed Notification form. Notwithstanding the foregoing, Client will be responsible for making its own determination as to the legal sufficiency of each standard form, as modified by ADP from time to time, and their continued use by ADP on Client's behalf in each jurisdiction. Client will be responsible for providing a consenting party (including any required notarization) to execute each Court Filed Notification created by ADP on Client's behalf. Except for ADP's obligations stated in this Section, ADP will not be liable hereunder to Client or any third party for the legal sufficiency of the format of any Court Filed Notification utilized by Client hereunder.

14.10.3 **Flash Signatures.** ADP may, in its discretion and in accordance with its client reference guides and set-up and approval process, offer Client Flash Signatures as an optional feature of the Wage Garnishment Services. Notwithstanding anything to the contrary in Section 3.2, ADP will not be responsible for the design or compliance of Flash Signatures and makes no representations, warranties or determinations regarding the compliance of the use of Flash Signatures on Court Filed Notifications. To the extent Client elects to use Flash Signatures on its Court Filed Notifications, Client is responsible for ensuring that such signatures are, in Client's view, consistent with Client's compliance requirements.

14.10.4 **Accuracy and Timeliness of Data.** Client is responsible for: (i) any errors or omissions caused by any of Client's third-party service providers, if Client does not receive ADP hosted payroll services, and (ii) the way in which Client's payroll system utilizes data provided by ADP to Client in connection with ADP's provision of the ADP Wage Garnishment.

14.10.5 **Electronic Income Withholding Orders Program.** To the extent Client chooses to participate in the e-IWO Program, Client authorizes ADP as its third party service provider to receive, rely upon, and process electronic income-withholding orders/notices from the Office of Child Support Enforcement that have been issued by jurisdictions participating in the e-IWO Program. Client understands that there is a 30-day startup period for orders to convert from hard-copy documents mailed to Client to the electronic method. For the jurisdictions participating in the e-IWO program, Client will continue to forward to ADP all income-withholding orders/notices or related documentation it receives. Client agrees to provide written notice to ADP at least 45 days in advance if it wishes to no longer participate in the e-IWO Program. Client also agrees that ADP may, at its sole discretion, discontinue participation in the e-IWO Program at any time.

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

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

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

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

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

14.11.1.4 **Employee Authorized Disclosure.** ADP may disclose or use Personal Data of Client's employees to the extent the employee requested or consented to the disclosure or use such as but not limited to when an employee

needs their identity verified when they submit an application for a bank account, cellular service, credit or a benefit.

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

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

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

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

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

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

14.13 ADP Marketplace and Use of ADP APIs.

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

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

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

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

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

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

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

15 Miscellaneous

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

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

15.3 **Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.4 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.5 **No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.6 **Force Majeure**. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.7 **Waiver**. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.8 **Headings**. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

15.9 **Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

15.10 **Relationship of the Parties**. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

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

15.12 **Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.

15.13 **Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably

consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

15.14 **Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.15 **Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 5800 Windward Parkway, Alpharetta, GA 30005, Attention: ADP Comprehensive Services SVP or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.

15.16 **Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

APPENDIX: ADP COMPREHENSIVE SERVICES – SERVICE DEFINITION

Services	Service Specifics	Roles and Responsibilities
Solutions Platform		
ADP Workforce Now ("WFN")	WFN is ADP's trademarked, branded, webbased payroll, HR, Benefits and Time and Attendance technology. WFN serves as the access point for all Client administrators, employees and managers. General information about ADP WFN can be found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).	
WFN Technology Support	Access to specialists to support Client in use of WFN technology solutions.	
Implementation		
Implementation – Project Manager	The ADP Project Manager is responsible for the overall Comprehensive Services technology implementation and as such creates and maintains a project plan during implementation. The Project Manager conducts an implementation planning meeting to review the multi-faceted implementation, holds regular status meetings with the entire project team (Client, ADP, and external assigned resources) and manages deliverables accordingly.	The Project Manager provides cross product guidance for the duration of implementation and introduces the training curriculum to Client. The Project Manager directs the team of ADP implementation specialists and consultants who work on the multifaceted implementation required for Client to go live on ADP Comprehensive Services, including WFN.
Implementation -- Assignment of a dedicated ADP Relationship Manager/HR Business Partner	The ADP Relationship Manager/HR Business Partner participates in implementation and partners with the Project Manager to complete the Implementation. The ADP Relationship Manager/HR Business Partner: • Schedules onsite visit for Client's strategic analysis during or immediately after implementation kickoff meeting. • Schedules planning meeting to introduce Client's managers and employees to WFN portal and self-service functionality. • Coordinates and schedules Employee/Manager Self Service Launch Meeting and distribution of Welcome Kits. Develops Client Strategic Action Plan for additional services to help assure alignment of Services with Client strategic direction and business drivers in all related functional areas.	The ADP Relationship Manager/HR Business Partner acts as a business consultant during the implementation process and performs business analysis. Client is responsible for validating the accuracy of all converted data. Client will attend all necessary implementation meetings and provide timely feedback as requested.

Services	Service Specifics	Roles and Responsibilities
Implementation		
Set-up of Payroll, HR & Benefits, and Time and Attendance modules (as applicable)	Implementation includes all activities needed to complete set-up of the Payroll, HR & Benefits, and Time and Attendance modules (the "Module(s)") including the following: • Implementation of all outsourcing services listed in this Statement of Service. • Scheduling and planning all implementation meetings. • Coordinating the collection of implementation service questionnaires. • Setting-up the Module(s) based on Client's requirements. • Collecting all relevant human resources ("HR"), payroll and enrollment data and loading them into the Module(s). Client must provide all data (e.g., corporate information, payroll data, benefit plan information, relevant HR data, including current personal and work data and employee/dependent enrollment information) in a format required by ADP. ADP will determine Client and ADP's readiness to go live based on completion of key deliverables and success of data gathering, conversion and other implementation milestones. ADP will set-up the HR & Benefits module to incorporate Client's (i) corporate structure (e.g., divisions, locations, employee classes, and departments) and user rights; (ii) benefit plans and providers; (iii) HR data, including reports to information, performance management, leave data, job titles, salary structures, and HR reason codes; and (iv) census data, including current personal and work data and employee/dependent enrollment information for all applicable parties.	Client is responsible for (i) accurately completing and providing questionnaires to ADP's implementation team in a timely manner; (ii) providing all HR corporate group information to ADP; (iii) providing all plan requirements information, company policies and procedures to either configure WFN and/or incorporate into administrative practices; (iv) providing all payroll data; (v) providing any documents and materials needed to complete employee access set-up; (vi) providing all plan participant and enrollment data in a predefined format required by ADP; (vii) reviewing all information in the Module(s) for accuracy; and (viii) all fees related to travel. Failure to meet these requirements may impact the date upon which Client may access the Services. Client is responsible for maintaining system configuration of and data related to all HR-related information (e.g., salary structures, job codes, leave policies, manager access, etc.) post implementation. Client's implementation team will determine Client's readiness to start implementation and assign Client its implementation team members. The make-up of Client's implementation team may vary according to the number of complementary products or services purchased. Client's implementation team will coordinate with the service team and Client's designated team members to ensure all requirements are understood and will assist in the transition to service.
Interfaces - ADP Carrier Connection ®	If Client purchases Comprehensive HR, Comprehensive Payroll or Comprehensive Talent either separately or together, but without Comprehensive Benefits, Client shall be entitled to up to three (3) standard carrier connections at set up of the Services. If Client purchases Comprehensive Benefits alone or with any other Comprehensive Service(s), Client shall be entitled to unlimited standard carrier connections at set up (initial implementation) of the Services. Client may elect additional standard carrier connections for an additional fee. Subsequent reconfiguration of existing carrier connections and additional elections requested after set up (initial implementation) of the Services are available for an additional fee. Carrier connections shall be subject to an annual maintenance fee.	Client shall promptly deliver to ADP any Client Content required by ADP to set-up standard carrier connections. Client will work with its carriers to ensure ADP is permitted to transmit data and access Client's data in the carrier's system. No third party agreements with Client's carriers should be required. With respect to Carrier Connections, any changes in Client's benefit providers that require the establishment of a new carrier connection or the modification of an existing carrier connection shall be considered a new carrier connection and shall be completed by ADP at ADP's then current rates.

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

Services	Service Specifics	Roles and Responsibilities
ADP Service Centers		
ADP Service Center (for Client administrators)	Access to a toll free number with Client identification and issue routing via telephony. Provides access to primary support resources through WFN technology.	ADP provides access to an assigned specialist team that will be Client's primary support resource. ADP will provide standard service center hours 8:00 am to 5:30 pm, Client local time (Clients in Hawaii will have service center access 8:00 am to 5:30 pm PST), Monday through Friday, except for scheduled downtime for training, meetings and ADPrecognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available hours each calendar quarter.
My Life Advisor	Access to a toll free number for use by employees and managers for: • General self-service and payroll inquiries • General HR inquiries where Client policy is explicit when WFN Comprehensive HR is elected • Benefit call support when WFN Comprehensive Benefits is elected As authorized by Client, respond to Client's employees inquiries, when ADP has all pertinent information related to: • Employee personal information • Employee pay information and issues • Vacation, holiday, and leave of absence information • Hours of work and overtime information • Benefit Participant Information when WFN Comprehensive Benefits is elected Further, the My Life Advisors can provide bi-lingual support for both English and Spanish speaking employees. Other languages are available via a partnership with AT&T's language line for an additional fee charged back to Client on a pay per usage basis.	As a prerequisite to use of My Life Advisors, Client is responsible to support and promote employee self-service and manager self-service. ADP will conduct one (1) onsite employee selfservice/manager self-service launch meeting. On request, ADP will support multiple virtual self-service launch meetings. ADP will answer employee and manager questions that have an apparent relationship to data entry visible through the WFN applications. ADP will provide standard service center hours 8:00 am to 11:30 pm EST, Monday through Friday, except for scheduled downtime for training, meetings and ADPrecognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available time each calendar quarter.

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

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

Services	Service Specifics	Roles and Responsibilities
State Unemployment Insurance (SUI) Administration		
Administer SUI Claims (where authorized by state law)	Provide pre-separation unemployment insurance (UI) counseling to Client. UI claims administration. Audit SUI tax rate components. Audit UI benefits charges. Voluntary contribution review. Provide a quarterly summary report of claims activity. **Client hearing and appeals not included in base services.**	ADP assists Client with unemployment claims administration and unemployment tax filings to help Client manage claims and State unemployment costs.
Training and Development		
Employee/Manager Self-Service Launch Training	Training for both Client employees and managers on the self-service tools and application (includes one on-site Employee Self-Service Kickoff and, upon request, virtual Employee Self-Service Kickoff meetings).	Client shall require its employees and managers to attend self-service tools and application training.
Core Product Training	Product training on all the core products for administrator users (not employees or managers).	Client shall require administrator users to attend core product training.
Benefit Support		
Open Enrollment Support (In the event the Client does not receive ADP plan and Comprehensive Benefit Services)	Access to HR module to maintain benefit plan and enrollment information. The annual Open Enrollment period will be established at least forty-five (45) days prior to the start of the Open Enrollment window. Client may have a maximum of one (1) two-week Open Enrollment window per year at no charge. Any extension of such window or additional Open Enrollment period(s) required by Client will be subject to additional fees. Client's eligible employees should use web-based on-line enrollment (Employee Access) for Open Enrollment. Additional fees may apply if a substantial percentage of employees do not use web-based on-line enrollment. Confirmation Statements will be provided via ADP's online employee self-service tool.	HR Consultants assist Client in using the Modules for maintaining benefit plan information and reporting. My Life Advisors assists Client employees in using self-service to make benefit enrollment selections.
Employee Relations		
Employee Perks	Employee access to a wide range of discounts on premium-brand products and services	
New Hire Welcome Kit	New Hire Welcome Kits are made available to Client employees detailing the employee services and perks provided by Client through ADP. The welcome kits are available electronically via WFN.	ADP provide Electronic Welcome Kits via WFN
Compliance Support		
Compliance Newsletters *Note: The offering does not include legal advice or guidance.*	Access to periodic subject matter Compliance Newsletters.	
Alerts *Note: The offering does not include legal advice or guidance.*	Access to periodic subject matter Alerts and e-mails.	

Online Compliance Resources *Note: The offering does not include legal advice or guidance.*	Access to law summaries, periodic tips related to best practices and compliance changes.	

APPENDIX: ADP COMPREHENSIVE PAYROLL SERVICES – SERVICE DEFINITION

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

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Implementation of Comprehensive Payroll			
Standard Operating Procedures	ADP obtains detailed information required to configure and deliver the Payroll Services. During implementation, ADP works with the Client to conduct an analysis in order to ensure that ADP has up-to- date and accurate information on Client's programs and policies that will be administered by ADP. ADP's Transformation Services, will assist the Client and Client managers with change management.	ADP uses analysis documents and meetings with Client to capture all of Client's pay practices and creates Standard Operating Procedures ("SOP"). ADP provides Client with best practices and guidance while developing the combined SOP documents which include ADP's standard procedures.	Client provides ADP with its payroll practices and procedures and assists ADP with completing the SOP, which will be used to perform the Payroll Services. To the extent that Client does not purchased ADP's WFN HR, Time and Attendance and/or Benefits Modules, the SOPs shall outline additional Client responsibilities that may arise as a result of Client's use of such non-ADP systems (e.g. downstream impact to potential government agency reporting requirements, such as ACA reporting). Prior to commencement of the Payroll Services, Client must acknowledge the SOP.
Implementation Schedule	Implementation of Payroll Services will proceed in accordance with an implementation schedule agreed upon between ADP and Client.		Client agrees to use commercially reasonable efforts to implement Payroll Services within fourteen (14) weeks of the commencement of implementation of Payroll Services.
Workforce Now Comprehensive Payroll Support Team			
Payroll Specialists	ADP Payroll Specialists coordinate the administration of Payroll Services on an ongoing basis, including payroll processing and administration activities, establishing and maintaining processing schedules, coordinating any non-standard processing events, and managing critical payroll events during the year (e.g.,year-end processing)		Client shall adhere to the Comprehensive Payroll timeline as documented in the Client SOP.

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
Time and Attendance Managed Services	Time and Attendance module (Comprehensive Payroll Services includes ADP Essential Time. ADP Enhanced Time is available for an additional charge).	ADP provides access to and set-up of the Time and Attendance module ("TA module"), an ADP web-hosted time and attendance system that uses the Internet to automate employee time and attendance record keeping, including best practice recommendations about integration of the Time and Attendance Module.	Provide to ADP Client business rules and policies for time capture, changes in organizational structure, etc. required to set-up and maintain TA module.
	Time collection and Reporting	Identify and escalate any error exception(s) to designated client contact. Identify error exceptions per agreed upon guidelines/ thresholds and escalate to Client. Reconcile escalations per Client guidance but ADP will not make adjustments to Client data within the TA module. Create time data batch and submit to payroll.	Collect employee time according to Client business rules and policies within the appropriate payroll schedule. Client assigns employees to work schedules within TA module. Review and approve employee time data; notify employees and reconcile error exceptions and discrepancies in accordance with Client business rules and policies. Designated client contact must assign a secondary contact if unavailable for scheduled call/ contact Respond to escalations as needed for approval per agreed upon schedule. Client is responsible for all time entries, adjustments and approvals.
Payroll Administration	The complete details of the Comprehensive Payroll Timeline will be documented in the Client Standard Operating Procedures. All HR-related changes must be submitted 5 business days prior to Client's check date and all time and attendance records must be approved 4 business days prior to the Client's check date, at the deadline designated by ADP.	ADP provides services and resources to the Client related to the administration of payroll. Provides problem management resolution for payroll problems/ issues (includes case management, escalation and reporting) from both Client and Client employees and managers. ADP communicates errors and corrective actions including reporting on open items.	Client supports ongoing processes, conducts strategic planning, develops Client business rules and policies and notifies ADP of any Client procedural or organizational changes affecting the Payroll Services. Client assists in resolving issues escalated by ADP in accordance with the Comprehensive Payroll timeline documented in the Client acknowledged SOP.
	Cost allocations	ADP maintains costing definitions to permit cost allocations from payroll data. ADP maintains all tables supporting the payroll function.	Client defines labor costing and distribution codes and rules and provides to ADP.
	Payroll Calendar/Schedule and Maintenance	ADP will apply and configure payroll calendars and cycles	Client defines timekeeping schedules, payroll calendars

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
		based on information provided by Client. ADP will update schedule as requested by client per established update process.	and cycles in accordance with parameters provided by ADP. Client will inform ADP of all changes to schedules, calendars, or cycles that impact payroll in a timely manner and in accordance with the Comprehensive Payroll timeline documented in the Client acknowledged SOP.
	Employer Updates	ADP will process updates impacting payroll per Client direction and approved process provided that any such changes are effective at the beginning of the pay period. Any mid-cycle process updates impacting payroll shall be considered a change control and additional fees shall apply.	Client will provide information and updates for: • Earning types • Deduction types • Mass changes • Rate changes • Organizational changes • Accumulators and work rules; and • Other updates as required.
	Event Processing	Based on information provided by Client, ADP processes changes related to Clients' employees.	Client enters data in ADP Workforce Now or a designated ADP format (pre-audited and import ready) in a timely manner for the following Client employee changes: • Terminations • Leaves of absence • Transfers and promotions • Status changes • Hire/rehire • Client organizational changes; and • Other updates as required.
	Employee Record Setup and Maintenance	ADP will: • Collect and process employee pay file changes	Client will: • Enter and approve employee changes • Provide special payment information (e.g., one-time or infrequent payments such as bonuses or sales commissions, etc.)

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
		• Manage and maintain payroll database and payroll records • Enter and process mass changes upon request • Import files from Client that are in pre-audited, approved-ADP format ADP will set up the tax validation tables based on Client's direction Provide guidance and best practices	• Provide ADP with pre-audited, import files in an ADP approved format. • Provide ADP with requested mass changes. Client will provide all applicable employee level tax coding
	Paid Time Off (PTO)	Provide modules to track employees' paid time off based on Client's PTO policy.	Provide PTO policy information and exceptions. Provide updates and changes in PTO policy to ADP. Client is responsible for reconciling employee PTO balances and tracking, including balance issues.
Payroll Processing	Payroll Module	Provide payroll processing module for calculation of gross to net processing through ADP's proprietary software	Client agreement to not make changes within the payroll module
	Gross to Net	Provide and maintain module to calculate gross to net pay, including deductions.	Client will provide applicable information to set up earnings and deductions for the calculation.
	Pay Processing and Off-Cycle Processing • Manual Checks • Retro Adjustments • Bonus/Supplemental Pay If an additional payroll processing is required, such processing shall be subject to additional cost.	ADP will process Client's payroll data as follows: • Input into and verify pay data in payroll module • Calculate retroactive pay adjustments for exempt employees, being paid a fixed salary, within sixty (60) days of the current pay period begin date • Calculating retroactive pay adjustments for all employees beyond the sixty(60) day threshold will be done by work order only – additional fees will apply • Process prorated payments per data provided by Client	Client will: • Notify ADP of upcoming off-cycle processing changes and coordinate processing, including submission of data in required format • Calculate and provide data to ADP for retroactive pay adjustments required for all nonexempt employees paid hourly or by fixed salary • Calculate and provide data to ADP for retroactive adjustments required for all exempt employees being paid a fixed salary outside the sixty (60) day window or in mid-payroll cycle • Calculate and provide data to ADP for all employees for all overtime retroactive pay calculations

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
		• Process off-cycle payrolls as requested by Client or as deemed necessary by ADP • Provide Client access to offcycle payroll data via online reporting tools • Update payroll balances and accumulators, as needed per request from Client • Process required earnings or deduction adjustments to reflect accurate system or control information within the module (primarily system tables or processing tables) • Provide summary reporting on deductions and payments • Submit and reconcile statutory deductions • Create benefit deductions per data provided by Client If ADP performs an off-cycle payroll, payroll amendment or issues manual checks at Client's request, additional fees may apply.	• Provide ADP with data for prorated payments • Provide ADP with data needed to calculate mid-cycle or retroactive adjustments for benefit deductions If a manual check is required, the Client Payroll Contact must submit the Manual Check Request to the ADP Payroll Specialist. The ADP Payroll Specialist will calculate the check, provide the Client Payroll Contact with the net pay and update the ADP Workforce Now ® Payroll module with the next payroll. The Client Payroll Contact is responsible to issue a manual check in house from its own check stock or print such manual check within ADP Workforce Now.
Payment Services	Checks and Direct Deposit	Provide TotalPay, which includes Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) and ADPCheck. Prepare pay deposits or checks for employees.	Client ensures that sufficient funds are available in Client's designated account for direct debit to ADP's designated account, or transferred by means of wire transfer to ADP's designated account, as applicable, within specified deadlines to satisfy all of Client's payroll obligations and off-cycle processing. • Client ensures that employees may not cash checks prior to check dates. Noncompliance with this request will result in additional fees to Client.
	Stop Payments/Voids	ADP will process stop payments and voids as directed by Client.	Client will notify ADP of need for stop payments and voids and provide data to identify specific payment(s) impacted.

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
	Reversals	Process reversals as directed by client within the current pay period or as funds are available.	Notify ADP of need for reversals and provide data to identify specific payment(s) impacted. Client is responsible for collection of overpaid funds.
	Payments to Third Party Vendors		Client is responsible for payments to third party vendors.
	Reconciliation	For funds paid using TotalPay and/or ADPCheck, ADP will reconcile all payments issued.	Client will be responsible for reconciliation of payments issued outside of TotalPay and ADPCheck
Payroll Tax Filing	Payroll Taxes	File and deposit federal and state payroll taxes on Client's behalf in jurisdictions where ADP is authorized. Forms W-2 are provided at an additional fee.	Review and approve final payments for payroll tax services. File and deposit payroll taxes for jurisdictions where ADP is not authorized
Payroll Compliance	Quick Reference Guides Note: The offering does not include legal advice or guidance.	ADP reviews payroll trends and evaluates and communicates payroll best practices and guidance through various forms of communication, such as Payroll Alerts	Client remains responsible for its compliance with all applicable laws. Client remains responsible for action required in communications issued to Client in the various forms of communications, such as Payroll Alerts. The Comprehensive Payroll Services are not designed to take into account payroll laws in local jurisdictions.
HR, Payroll and Benefits Reporting Tool	ADP Reporting provides comprehensive standard and analytical reports covering HR, payroll, and benefits data.	Provide tools for reporting and support. If Client requires additional assistance in developing reports, ADP will assist in Client's efforts to create reports but will not be responsible for Client's report writing requirements.	Utilize reports and reporting tools as needed to support business needs.
Payroll Interfaces	General Ledger ("GL") Interface	Maintains system to create expense information file. Provides access and system to create file that contains expense information that can be entered into the more popular general accounting programs. Communicates any payroll related changes that may impact field mapping.	Generates file and imports to financial system as needed. Maintains mapping of payroll fields to financial system fields. Communicates any mapping updates that impact payroll processing to ADP.
	Payroll Outbound Interfaces	Create/Run interface file per the payroll schedule and	Provide initial file/setup requirements and formats for each interface.

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
		agreed upon format (custom programming fees may apply). Provide file to designated Client contact.	Provide updates to ADP for any changes to file/setup requirements. Maintain and resolve data accuracy for transferred files.
International and Expatriate Employees	The rules around wage and tax withholding and reporting for Expatriates (U.S. employees working outside the U.S.) and Foreign Nationals (employees from foreign countries working in the U.S.) are complex and require a high level of coordination from Client's payroll, benefit and human resources contacts. ADP will have no responsibility or liability with respect to any payroll calculations, including tax withholding, for Expatriates or Foreign Nationals		Client must have a detailed written policy for compensation of these types of employees and should work with a legal and tax professional due to the complexity of the compensation and taxation at the federal and state level.

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
	Expatriates (U.S. employees working outside of the U.S.)	ADP will process payroll for Client to expatriates via such person's U.S. bank account based exclusively on payroll information, including all earnings types, deductions and tax withholdings, provided to ADP by Client. ADP will reasonably assist Client in producing reports requested by Client.	Client must calculate all compensation, including all earnings types, deductions and tax withholdings on global assignments. These calculations include, but are not limited to: cost of living adjustments, hypothetical tax calculations, housing costs, living allowances, state tax issues, tax equalization, tax protection, etc. Client must provide all necessary information for these employees (including earnings, tax withholding, deductions, etc.).
	Foreign Nationals (Foreign employees working in the U.S.)	ADP will process payroll for Client to foreign nationals via such person's U.S. bank account based exclusively on payroll information, including all earnings types, deductions and tax withholdings, provided to ADP by Client.	Client must verify eligibility to work in the U.S. Client must verify VISA and pay requirements under VISA regulations. Client must provide tax withholding guidance for income and Social Security withholdings which may be different for each employee and each type of VISA and country of origin. Client must accurately perform the aforementioned withholdings calculations (typically performed by a third party) to provide ADP with the appropriate direction. Client will monitor hours worked and all events that require tax and other compensation changes and will notify ADP of such changes when required.
Payroll Processing – Puerto Rico	Puerto Rico employees and payroll processing must be maintained in a separate company code.	Based on information provided by Client, ADP will enter and verify pay data changes in the payroll system; process prorated payments; process on-cycle payments; process off-cycle payroll upon request and perform routine payroll validations and audits. ADP does not offer compliance support or guidance for Puerto Rican law therefore Client must provide ongoing configuration guidance and instructions. ADP recommends that Client review Puerto Rico requirements to ensure pay frequency compliance	Calculate and supply compensation amounts on such events as holiday bonus pay, etc. (on an individual employee basis). These amounts must be supplied to ADP in an appropriate format provided by ADP in accordance with the timeline determined solely by ADP. Client must submit all requests including Form 499R-4.1 in the English language. Client is responsible for compliance with all Puerto Rico requirements. ADP does not provide compliance guidance for Puerto Rico. Client assumes full responsibility for supplying ADP with complete and timely amounts for the Puerto Rico Annual (Christmas) bonus based on the

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
			Comprehensive Payroll processing timeline. This includes the Client's responsibility of calculating the individual bonus amounts and submitting those amounts to ADP in a designated ADP format. Client shall be responsible for all compliance and regulatory support and best practice guidance for Puerto Rico. Accordingly, the Client shall be required to work with their tax and legal professionals
Payroll Tax Filing- Puerto Rico		File and deposit payroll taxes on Client's behalf where ADP is authorized. Forms W-2 /499R-2 are provided at an additional fee. ADP is responsible for supporting the following tax types: • Income Tax • Unemployment Insurance • Disability Insurance • Private Disability Insurance	Client is responsible for supporting certain tax types including but not limited to the following: • Temporary Disability Insurance (Paid to Private Plan) • Chauffeurs Social Security Program • Workers' Compensation • Private Disability Insurance Client remains responsible for its compliance with all applicable laws.
Form 1065 (Schedule K-1) Partner's Share of Income, Deductions, Credits, etc.	K-1 payees must be maintained on a separate company code and only for the purpose of producing checks/direct deposit transactions.	ADP will produce checks/direct deposit transactions for K-1 payees. ADP does not provide services for tax filing, compliance or the printing of annual documents.	Client will be responsible for Schedule K-1 reporting.

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
Form 8922 – Third Party Sick Pay Recap	Special rules apply to the reporting of sick pay payments to employees. How these payments are reported depends on whether the payments are made by the employer or a third party, such as an insurance company.	ADP will establish a separate company code if the Client requires the Form 8922. Pay data will be processed to capture the information required on the form. The Form 8922 will be printed at the end of the tax year and sent to the Client for filing with the IRS.	Client must consult with third party plan administrator to determine if plan administrator or ADP will be issuing the employee Forms W-2 and who will be required to file Form 8922. ADP can provide tax filing services for Form 8922 upon Client's request for an additional fee.
Form 1099-MISC Workers	ADP shall process the payments for the Client's nonemployee workers and annually prepare Forms 1099-MISC for the Client's nonemployee workers ("1099 Workers") as requested by Client for an additional fee. The 1099 Workers must all be listed under a separate control (company code).	ADP will not provide any Wage Garnishment Processing Services (WGPS) or Full Service Garnishment Services for the 1099 Workers.	Client will be responsible for, among other things: (i) compliance with orders to withhold and remittance of amounts demanded for any type of garnishment; (ii) all lien interpretation; (iii) responses to initial orders; and (iv) preparation and transmittal of all employee termination and leave of absence notifications to the appropriate agencies.
Employees located in the US Territories and Caribbean, including Guam, and US Virgin Islands	Outside the scope of services under the Comprehensive Payroll offering.		Client must manage all related processing on their own in a separate company code. ADP does not provide any payroll compliance support.

Garnishment Services		Responsibility			
Area	**Task / Activity**	**ADP**	**Client**	**Third Party**	**Notes**
Garnishment Services Implementation	Provide wage garnishment data in single electronic file in ADP standard format; resubmit data if original data is returned by ADP		✓		
	Complete data conversion test and return any data errors to Client for analysis and resubmission	✓			
	Validate results of data conversion test		✓		
ADP Wage Garnishment Administration	Send garnishment orders, wage attachments, and garnishment-related documents (e.g., orders of release, balance statements, and employee bankruptcy filings) to ADP; provide corrections/ validations for proper processing of withholding orders and information needed for garnishment, termination, leave of absence, and “unable to withhold” notifications.		✓	✓	NOTES: • ADP assumes garnishments provided to ADP are valid • Garnishment orders may be provided by Client or Client-authorized third party(ies) Garnishment-related documents received from third parties will be processed by ADP as defined below
	Process new and/or existing garnishment orders and wage attachments received; electronically store garnishment orders; enter garnishment order information into garnishment processing file and transmit to payroll system	✓			
Employee Communications	Notify Client employee of garnishment order and/or wage attachment requirements	✓			
Non Court-Filed Communications	Complete and send notifications directly to applicable third party(ies)	✓			
Court-Filed Communications	Generate court-filed notifications (CFNs) using Client payroll data and Client-approved templates; apply (“flash”) Client signatures and notary stamps and signatures to CFNs generated by ADP as designated and authorized by Client; submit completed CFNs to applicable courts and agencies	✓			NOTES: • In order to utilize flash signature functionality, Client must approve CFN templates and authorize ADP to flash as part of implementation process or otherwise prior to ADP implementing such functionality • CFNs include the following types of correspondence for Writs of Garnishment, wage assignments, bankruptcy, Georgia state tax levies and other documentation required to be filed with a court:

Garnishment Services		Responsibility			
Area	**Task / Activity**	**ADP**	**Client**	**Third Party**	**Notes**
					− Interrogatory (basic form type that do not require any legal interpretation) − Answer of continuing lien − Employee copy of continuing lien − Notice of unable to withhold − Notice of employee termination − Notice of employee not on fileFinal answer
	For jurisdictions/lien types that Client has not approved for flash signature and/or notarization, send CFN worksheets pre-populated with Client payroll data to Client via PDF image files, and for states that require payment accompany notifications, send to Client via U.S. mail	✓			
	Review/modify, sign, and notarize (where required) CFN worksheets sent by ADP to Client via PDF image file or U.S. mail, and submit completed CFNs to applicable courts and agencies; retain ownership of completion of any CFNs not signed, notarized (where required), or sent		✓		
Garnishment Disbursement and Funding	Process garnishment payments every payroll, or according to a defined frequency (e.g., end of each month) in accordance with requirements of garnishment order	✓			
	Fund garnishment payments; process garnishment payments associated with bonus/ one-time withholding orders and deductions		✓		

David Petschke
Director of Finance
Forest Preserve District of Kane County
1996 S Kirk Rd
Geneva, IL 60134-4116
United States

Sales Order

September 15 2025 | Quote #02-2025-465986

Recurring Fees and Considerations

Number of Employees: 100 on Forest Preserve District of Kane County

Monthly Processing	Count	Min	Base	Rate	Monthly
ADP Comprehensive Services Bundle	100	$2,800.00		See Below	$4,480.00
▪ Comprehensive Payroll					
ADP Comprehensive Services Ancillary Modules	100			$5.50	$550.00
▪ Benefits Invoice Discrepancy Reporting					
▪ Recruitment and Talent Acquisition					
▪ Recruiting Embedded Intelligence					
▪ Performance and Goal Management					
Non-Paid Employees	1			$7.25	$7.25
Monthly Administrative Fee	1		$275.00		$275.00
Essential Time Advanced Scheduling	60			$2.50	$150.00
Employment and Income Verification	100				$0.00

ADP Comprehensive Services Bundle	1 - 100 101 - 250 251 - 500 501 - 1000			$44.80 $38.20 $31.00 $26.80	

Annual Processing	Count	Min	Base	Rate	
Year End Forms, W2s or 1099s	100			$5.50	

Other Considerations

Implementation					Total
▪ Implementation for ADP Comprehensive Services Bundle					$5,000.00
▪ Implementation for Essential Time Advanced Scheduling					$3,000.00

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

Total Setup **$22,000.00**
Discount Value **($14,000.00)**

Total Net Setup **$8,000.00**

Important Project & Billing Information

Billing for Comprehensive Services shall begin upon the earlier of (a) the date CLIENT is first able to use the services in a live production environment or (b) ninety (90) days from kick off call. The billing counts are based on all "All Non-Archived" employees excluding terms. Any lives classified as Non-Paid will be billed a separate lower rate. 1099 Contractors paid through a specific 1099 Contractor company code will also be billed via a separate rate.

The billing count for Advanced Scheduling is based on total unique employees with an assigned schedule.

After Client's transition to service and in the event Client does not utilize the Tax Registration Services to obtain a jurisdiction employment tax account number ("Tax ID Number"), ADP will charge Client a monthly fee of $165 per missing Tax ID Number per jurisdiction for each Client Group member until such Tax ID Number is obtained.

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

Waive Setup for all Comp Benefits & Comp Payroll w/ Essential Time Sales

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send all invoices to petschkedavid@kaneforest.com

Expiration Date: 9/5/2025

Summary

Estimated Annual Net Investment:	$66,097.00	Total Implementation:	$8,000.00

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, Inc.		Client: Forest Preserve District of Kane County	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Included Services

Comprehensive Payroll

- Enhanced Payroll
- Enhanced HR with Onboarding & EI-9
- Enhanced Benefits with Essential ACA
- Decision Support
- MyLife Advisors (EE & Mgr Service Center)
- ACA Center of Excellence
- ADP DataCloud: Analytics
- Designated WFN Technology Specialists
- Employee Discount Program
- Full Service Wage Garnishment Service
- Wage and Hour Compliance on Demand
- Relationship Manager
- Designated Payroll Specialist
- Processing Audit and Reconciliation of Payroll
- Essential Time
- Document Cloud
- Voice of Employee
- Tax Registration Services
- Exception Processing
- Audit and Reconciliation of Time & Attendance
- 5 Standard Management Reports

Benefits Invoice Discrepancy Reporting

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

Recruitment and Talent Acquisition

- Mobile-first, branded career site for applicants
- Seamless job posting on 25,000+ job sites
- Candidate communications using email and mobile text
- ZipRecruiter Job Slots
- Requisition management and reporting
- Talent communities
- Interview scheduling and offer letter management
- Industry and Geographic Compensation Benchmarks

Performance and Goal Management

- Succession Planning
- Employee Goal Management
- Manager Dashboard
- Custom Performance Review Templates
- 360 Degree Peer Review

Employment and Income Verification

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

Thank you for your consideration

ADDENDUM to
ADP GLOBAL MASTER SERVICES AGREEMENT
between
ADP, INC. and FOREST PRESERVE DISTRICT OF KANE COUNTY

This addendum (the "**Addendum**") is made and effective as of the date of the last signature hereto (the "**Addendum Effective Date**") between ADP, Inc. ("**ADP**") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and Forest Preserve District of Kane County ("**Client**") with a principal place of business at 1996 S. Kirk Road, Geneva, Illinois 60134 and contains changes, modifications, revisions and additions to that certain ADP Global Master Services Agreement of even date herewith between the parties (as amended hereby, the "**Agreement**").

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 4.1 (**General**) of the Global Master Terms and Conditions of the Agreement is hereby amended by revising subitem (x) of the last sentence to read as follows:

   "(x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, including disclosures required by the Illinois Freedom of Information Act, disclose any ADP Confidential Information provided that Client (i) gives ADP prompt notice of every such disclosure request to enable ADP to take action to protect such information if it deems necessary, (ii) provides ADP with the name or entity seeking such information, (iii) disclose no more of ADP's Confidential Information than is required by the applicable law, rule, regulation or ruling, and request that the Confidential Information so disclosed is treated confidentially, and (iv) not post any ADP Confidential Information on any public Internet website,"

2. Section 11.1 (**Fees and Fee Adjustments**) of the Global Master Terms and Conditions of the Agreement is amended to delete the third sentence in its entirety and replace it with the following:

   "ADP may increase prices for Services at any time after the Initial Term upon at least thirty (30) days' prior written notice to Client; provided, however, ADP will not increase recurring Services fees annually by more than three percent (3%) over the previous year's fees (the "**Price Cap**"). Specifically excluded from the Price Cap are delivery, tax and banking (including reverse wire), jurisdiction, maintenance and professional Services fees, year-end fees (e.g., for W-2s), and fees for any other Services or products Client purchases after the Agreement Effective Date.

All other terms and conditions of the Agreement remain in full force and effect. The terms defined in the Agreement and used in this Addendum have the same respective meanings as set forth in the Agreement unless clearly otherwise defined herein. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum prevail. This Addendum may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Electronic signatures in connection with the electronic signature delivery system used by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Addendum and the Agreement.

IN WITNESS WHEREOF, this Addendum is hereby executed by an authorized representative of each party hereto as of the Addendum Effective Date.

ADP, INC.	**FOREST PRESERVE DISTRICT OF KANE COUNTY**
[ADP Signature]	[Client Signature]
[ADP Name]	[Client Name]
[ADP Title]	[Client Title]
[ADP Date]	[Client Date]

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP ORDINANCE NO. TMP-25-1042

ORDINANCE APPROVING AN AMENDMENT TO THE PURCHASING ORDINANCE FOR THE FOREST PRESERVE DISTRICT OF KANE COUNTY

WHEREAS, The Forest Preserve District of Kane County deems it necessary to amend the District's Purchasing Ordinance to address specific procurement practices; and

WHEREAS, Increasing the threshold requiring Board approval relating to goods and materials from $30,000 to $60,000 in the purchasing ordinance will improve efficiency and cost-effectiveness while still maintaining appropriate controls for larger purchases.

NOW, THEREFORE, BE IT ORDAINED, that the Forest Preserve District of Kane County, Kane County, Illinois, that the said Purchasing Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

APPROVED AND PASSED on this 14th day of October, 2025.

_____	_____
Bill Lenert	Mohammad Iqbal
President, Kane Forest Preserve	Secretary, Kane Forest Preserve
Kane County, Illinois	Kane County, Illinois

AGENDA MEMORANDUM

DATE: September 23, 2025

TO: Forest Preserve District Finance & Administration Committee

FROM: David Petschke, Director of Finance
Benjamin Haberthur, Executive Director

SUBJECT: Presentation and Approval of an Amendment to the Purchasing Policy

PURPOSE:
The purpose of this memorandum is to provide the Committee with information regarding the approval of an amended purchasing policy.

BACKGROUND:
The District's Purchasing Policy (the "Policy") was comprehensively amended in February of 2025. Since that time, Illinois Senate Bill 1612, amending the Downstate Forest Preserve Act was signed into law on August 1, 2025 and became effective immediately (P.A. 104-0114). The new law raises the competitive bidding threshold for Forest Preserve District's purchases of supplies and materials from $30,000 to $60,000. The competitive bidding threshold for contracts for work (labor) remains at $30,000. The District's current Purchasing Ordinance requires competitive bidding for purchases of supplies and materials equal to or greater than a $30,000 amount.

District Finance staff have reviewed the Board approved resolutions for supplies and materials over a 3-year period and determined that there were six (6) resolutions that were passed by the board would have not been necessary under the new $60,000 threshold. This modification to the policy will improve efficiency and cost-effectiveness while still maintaining appropriate controls for larger purchases.
The District's corporate counsel, Ancel Glink, reviewed the Purchasing Ordinance and suggested limited edits to the language. A red-lined version of the ordinance highlighting all recommended changes is attached.

RECOMMENDATION:
Staff recommends that the Committee approve the amended Purchasing Policy as presented**.**

ATTACHMENTS:
Purchasing Ordinance

PURCHASING ORDINANCE

(Revised 08~~2~~/2025)

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FOREST PRESERVE DISTRICT OF KANE COUNTY
PURCHASING ORDINANCE

ARTICLE 1 – General Provisions

1.1 Purpose

Pursuant to the District's statutory obligation to provide for the purchase of commodities, equipment and services, the purpose of this Ordinance is to manage the procurement process in compliance with all applicable laws and ensure that fair and equitable treatment is provided to all parties involved in the Forest Preserve's purchasing activities as authorized by (70ILCS 805/5.) The intent is to foster a competitive bidding environment to maximize public procurement funds; thereby increasing public confidence in the District's purchasing practices.

1.2 Applicability

This ordinance applies to procurement of materials, services, supplies, equipment, construction; construction related services and professional services by the District. These provisions shall apply to all expenditures of public funds by the District for purchasing regardless of its source, except as otherwise provided by Federal or State law, or regulations. Procurements involving Federal or State funding will be subject to any applicable law, regulation or grant.

1.3 Severability

If any provision of this Ordinance or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect the validity of the remaining provisions or application of this Ordinance.

1.4 Property Rights

Receipt of a solicitation or other procurement document, or submission of any response thereto, or other offer, confers no right to receive an award or contract, nor does it obligate the District in any manner.

1.5 Singular-Plural Gender Rules

1.5.1 Singular-Plural

Words in the singular include the plural and those in the plural include the singular.

1.5.2 Gender

Words of a particular gender include any gender and the neuter, and when sense so indicates, words of the neuter gender may refer to any gender.

ARTICLE II – Definitions

2.1 Architect – Engineer and Land Surveying Services. Those professional services within the fields of architecture, professional engineering, structural engineering or land surveying as defined by the Local Government Professional Services Section Act, 50 ILCS 510/1 et seq.

2.2 Bid Security. A guarantee that the bidder will enter into a contract, if an offer is presented within the specified period of time, otherwise failure on the bidder's part will result in forfeiture of the bid Security.

2.3 Change Order. Written authorization directing the Contractor to modify or change an existing purchase order or contract.

2.4 Competitive Selection. A process whereby public solicitation is used to select the best provider of materials, equipment, supplies, services, construction and construction related services. Methods of competitive selection include invitation for bids, requests for proposals and requests for qualifications. All contracts involving an expenditure in excess of $60,000 for supplies and materials and in excess of $30,000 for work must be let to the lowest responsible bidder submitting a responsive bid.

2.5 Confidential Information. Any information which is available to an individual, solely due to his/her status as a District employee, and which is not a matter of public knowledge or accessible to the public on request.

2.6 Contract Modifications. Any written alteration in the terms of conditions of any Contract accomplished by mutual action of the parties to the contract.

2.7 Construction. The process of building, altering, repairing, improving or demolishing any structure or building, or other improvements of any kind to any real property.

2.8 Contract. All types of District agreements, including purchase orders, whether oral or written and regardless of what they may be called, for the procurement of materials, services, equipment, supplies or construction and construction related services.

2.9 Contract Renewal. Continuation of the contract for an additional period of time, under the original terms and conditions, when allowed by provisions for renewal, which were included in the original bid document. If the bid document does not include provisions for renewal, any continuation of the contract would be considered a new contract and therefore must be re-bid, unless a contract extension is approved by the Forest Preserve District of Kane County Commission.

2.10 Contractor. Any person or entity that is party to a contract with the District.

2.11 Cooperative Joint Purchasing. Procurement conducted by or on behalf of more than one governmental unit.

2.12 Design-Build. An approach to the design and construction of a project that provides responsibility within a single contract for the furnishing of architecture, engineering, land surveying, and related services as required and the labor, materials, equipment, and other construction services for the project or, if defined differently in the Design-Build Act, then as defined in such statute.

Design-Build Act. The Forest Preserve District and Conservation District Design-Build Authorization Act, 70 ILCS 860/1 et seq.

2.13 Discussions. Oral or written negotiations between the District and an offeror during which information is exchanged about specifications, scope of the work, terms, conditions, and price set forth the initial proposal. Communication with an offeror for the sole purpose of clarification does not constitute discussions.

2.14 Emergency Purchase. Procurements obtained in circumstances which include, but are not limited to, are: situations threatening public health or safety, where immediate repairs required to District property to protect or prevent against further loss or damage, where immediate action is needed to prevent or minimize disruption of District Services, where immediate action is required to ensure integrity of District records, or where immediate action is necessary to avoid a lapse or loss of federal, state or donated funds.

2.15 Equipment. Goods that are purchased or used by the District that are not materials or supplies.

2.16 Governmental Unit. The State of Illinois, any public authority which has the power to tax, or any other public entity created by Federal or State statue.

2.17 Invitation for Bids. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

2.18 Materials. Items or supplies required in the performance of day to day operations.

2.19 Multiple Price Quotation. Where competitive selection is not required or cannot be utilized because of an emergency, a process of obtaining price information from at least three (3) sources or vendors prior to purchase.

2.20 Payment Security. A performance bond, cash bond, irrevocable letter of credit, letter of commitment, or other instrument that complies with the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq., that provides security for a contractor's payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise and that is (i) in a form satisfactory to the District, (ii) in an amount not less than 100 percent of the contract price of such contract (or such lower amount approved by the Purchasing Manager), (iii) issued by (a) if a performance bond, a surety or insurance company authorized by the Illinois Department of Insurance to sell and issue sureties in Illinois or (b) if a letter of credit or letter of commitment, by a financial institution acceptable to the District.

2.21 Performance Security. A performance bond, cash bond, irrevocable letter of credit, letter of commitment, or other instrument that complies with the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq., that provides security for a contractor's performance of a contract and that is (i) in a form satisfactory to the District, (ii) in an amount not less than 100 percent of the contract price of such contract (or such lower amount approved by the Purchasing Manager), (iii) issued by (a) if a performance bond, a surety or insurance company authorized by the Illinois Department of Insurance to sell and issue sureties in Illinois or (b) if a letter of credit or letter of commitment, by a financial institution acceptable to the District.

2.22 Person. Any individual or group of individuals, business, union, firm, corporation, trust, sole proprietorship, joint stock company, partnership, association, joint venture, committee, club, or any entity.

2.23 Procurement. The purchasing, renting, leasing or otherwise acquiring of materials, supplies, equipment, services, construction and construction related services. Includes all functions that pertain to obtaining any material, equipment, supplies, services, construction or construction related services, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. Procurement shall

include without limitation the entering into of all contracts or agreements, whether the same are oral or written.

2.24 Professional Services. Those services requiring special knowledge, education or skill whereby the qualifications or persons rendering the services are of primary importance. Professional services shall include, but not be limited to, appraisers, attorneys, architects, engineers, accountants and land surveying services. An essential element distinguishing professional services from other services is confidence, trust and belief in not only the ability, but also the judgment and talent of the person performing the service.

2.25 Purchasing Agent. The Director of Finance or any staff member of the Finance department authorized to act as a Purchasing Agent.

2.26 Request for Information. All documents issued to vendors for the sole purpose of seeking information about the availability in the commercial marketplace of materials, equipment, supplies, services, construction and construction related services.

2.27 Request for Proposals. All documents, whether attached or incorporated by reference, which are used for soliciting proposals in accordance with procedures defined herein.

2.28 Request for Qualifications. All documents, whether attached or incorporated by reference, which are used for soliciting qualifications in accordance with procedures defined herein.

2.29 Responsible Bidder or Offeror. A person who has the capability, in all respects, to fully perform the contract requirements and who has the facilities, personnel, experience, integrity reliability, equipment, acceptable past performance, financial strength, credit ranking which will assure good faith performance and is a responsive bidder.

2.30 Responsive Bidder. A Person who has submitted a bid that conforms, in all material respects, to the requirements set forth in the invitation for bid.

2.31 Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports, which are merely incidental to the required performance. This definition shall not apply to employment agreements, collective bargaining agreements or to the definition of "Professional Services" as provided in subsection 2.21 of this section.

2.32 Solicitation. An invitation for bids, a request for proposals, a request for information, or a request for qualifications.

2.33 Small Purchase Threshold. The threshold established by the District at which public bids are not required.

2.34 Specifications. Any description of the physical or functional characteristic or nature of materials, services, equipment, supplies or construction and construction related services. It may include a description of any requirement for inspection, testing or preparing materials, services, supplies, equipment, construction and construction related services.

2.35 Stringing. Dividing or fragmenting procurements in order to circumvent competitive selection process and procedures. For purposes of this Ordinance, "Stringing" is the practice of issuing multiple purchase orders or requisitions for purchasing like items or services, with the willful intent to circumvent purchasing policies.

2.36 Subcontractor. A person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with the District.

2.37 Supplies. Materials or items used in day-to-day operations, which are usually stored and dispensed as required.

2.38 Used Equipment. Equipment that has been in service for at least half of its commercially reasonable life or is otherwise determined by a District Department, on a case-by-case basis, to be a bona fide used item.

2.39 Using Department. Any district department which utilizes any materials, services, supplies, equipment, or construction related services procured under this Ordinance.

2.40 Prevailing Wage. The wage, as established by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq., that must be paid for all public works contracted for, either through public bid or proposals, by the District. Current prevailing wages are located at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx.

2.41 Retainage. No construction contract may permit the withholding of retainage from any payment in excess of the amounts permitted in this Section. Retainage of up to 10% of any payment made prior to completion of 50% of contract. When a contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is withheld.

2.42 Credit Cards. The District has approved the use of specific vendor credit cards and one (1) general corporate credit card.

ARTICLE III – Procurement Organization

3.1 Principal Public Purchasing Official

The Director of Finance shall serve as the purchasing agent for the District and shall be responsible for the procurement of materials, supplies, equipment, and services in accordance with this Ordinance.

3.2 Duties

In accordance with the Ordinance and subject to the direction of the Forest Preserve District of Kane County Commission, the President and the Executive Director, the Director of Finance shall;

1. Procure or supervise the purchasing of materials, services and supplies required by the District.
2. Process contracts and purchase orders solicited through open competition for materials, equipment, services and supplies required by the District.
3. Create and maintain programs for contract administration, specification preparation, inspection, testing and acceptance, in cooperation with the District Departments using the materials, supplies, services and equipment.
4. Make written determinations as required by this Ordinance, specifying the facts supporting the determination, for retention in the permanent contract file.

3.3 Purchasing Regulations and Operational Procedures

In conjunction with the approval of the Executive Director, the Director of Finance may adopt purchasing regulations and procedures consistent with all other provisions of this Ordinance, which relate to the execution of his/her duties and the implementation of this Ordinance by the Director of Finance, including the delegation of purchasing authority pursuant to the terms of Section 3.5 hereof.

3.4 Public Access to Procurement Information

Procurement information is a public record but is subject to certain exemptions from disclosure under the Illinois Freedom of Information Act.

3.5 Delegation to Other District Officials

3.5.1 Authority

Pursuant to this Ordinance, the Director of Finance may delegate authority to Department Directors to purchase Supplies, Equipment and Services, The delegate will be limited to a maximum amount of money not to exceed $30,000.00 for work (labor) and $60,000 for all other supplies and materials provided that the rules contained within this document are abided by. A written requisition should be completed for Procurement services over $5,000.00. All contracts for items in excess of $5,000.00 will be let by the Finance Department.

3.5.2 Procurement Authority

When the Director of Finance has delegated procurement authority to a Department Director, delegation of all duties and responsibilities of the Director of Finance under this Ordinance shall transfer to the department director to whom the procurement authority has been delegated, with the exception of review, oversight authority and the letting of any required contracts. This authority shall reside with the Director of Finance.

Purchase Type	Process	Dollar Amount	Forms	Approval Required
1.Goods & Equipment 2.Construction 3.Services	One Quote is Required	All Purchases Under $5,000	Purchase Order Contract Credit Card	Written approval by Department Head and Director of Finance
1.Goods & Equipment 2.Construction 3.Services	Three Written Quotes	Work (Labor/Services) Over $5,000 & Under $30,000 **OR** Supplies & Materials Over $5,000 & Under $60,000	Purchase Order Contract Credit Card	Written approval by Department Head and Director of Finance
1.Goods & Equipment 2.Construction 3.Services	Sealed Bids and Requests for Proposals	Over $30,000 (Work and Labor) Over $60,000 (Supplies & Materials)	Purchase Order Resolution Contract	Forest Preserve District of Kane County Commission
Emergency Procurement		Work (Labor/Services) Under $30,000 Supplies & Materials Under $60,000	Purchase Order Credit Card	Written approval by Director of Finance
Emergency Procurement		Work (Labor/Services) Over $30,000 Supplies & Materials Over $60,000	Resolution Contract Purchase Order Contract	Forest Preserve District of Kane County Commission

~~Purchase Type~~	~~Process~~	~~Dollar Amount~~	~~Forms~~	~~Approval Required~~

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1.Goods & Equipment 2.Construction 3.Services	One Quote is Required	Under $5,000	Purchase Order Credit Card	Written approval by Department Head and Director of Finance
1.Goods & Equipment 2.Construction 3.Services	Three Written Quotes	Over $5,000 Under $30,000	Purchase Order Contract	Written approval by Department Head and Director of Finance
1.Goods & Equipment 2.Construction 3.Services	Sealed Bids and Requests for Proposals	Over $30,000	Purchase Order Resolution Contract	Forest Preserve District of Kane County Commission
Emergency Procurement		Under $30,000	Purchase Order Credit Card	Written approval by Director of Finance
Emergency Procurement		Over $30,000	Resolution Purchase Order Contract	Forest Preserve District of Kane County Commission

3.5.3 Purchasing Records

All original records relating to a purchase shall be maintained by the Finance Department when said purchase has been made by the Finance Department or delegate of a District Department.

ARTICLE IV – Source Selection and Contract Formation

4.1 Artificial Division or Fragmentation Prohibited

Procurements shall not be artificially divided or fragmented (Stringing) so as to circumvent any bidding or competitive selection process and procedures described in this Ordinance.

4.2 Competitive Sealed Bidding

4.2.1 Conditions for Use

All contracts involving an expenditure in excess of $60,000 for supplies and materials and in excess of $30,000 for work must be let to the lowest responsible bidder submitting a responsive bid. Exceptions to this requirement are those provided by state statute, federal law, Professional Services (Section 4.5) and Emergency Procurements (Section 4.6). Use of intergovernmental cooperative purchasing through organizations of which the District is a member satisfies the requirement for competitive sealed bidding (Section 4.10)

~~whose value equals or exceeds $30,000.00 shall be awarded by competitive sealed bidding except as otherwise provided in section 4.5 (Professional Services), 4.6 (Emergency Procurements), 4.10 (Cooperative Joint Purchasing) or as provided by state statute.~~

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4.2.2 Invitation for Bids

An invitation for bids shall be issued and include all specifications, terms and conditions applicable to the procurement.

4.2.3 Public Notice

Reasonable time for the required public notice of the invitation for bids shall be given, not less than twenty-one (21) calendar days, prior to the date set forth therein for the

submittal and opening of bids. For bids requiring a mandatory pre-bid conference, the public notice must be published at least five (5) days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within Kane County. The public notice shall state the project place, submittal date and time of bid opening and date, time and location of the pre-bid conference. This public notice will be placed on the District web site.

4.2.4 Bid Opening

Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The name of each bidder, bid amount and any of the relevant information the Director of Finance deems appropriate shall be read aloud and recorded on an abstract. The abstract shall be available to public inspection in accordance with Section 3.4 (Public Access to Procurement Information).

4.2.5 Late Bids

No bids received after the time specified in the invitation for bids will be considered, as it is the responsibility of the bidder to ensure the bid is delivered according to the requirements stated in the solicitation. All bids received after the specified time will be returned unopened to the bidder.

4.2.6 Acceptance and Evaluation of Bids

Bids shall be unconditionally accepted without alteration or correction, except as authorized by this Ordinance. Bids shall be evaluated to determine which bidder offers the lowest cost to the District in accordance with the evaluation criteria set forth in the Solicitation. The "lowest" bid may be determined by use of the base bid, or by use of the base bid together with any alternates that the District determines to accept as being in its best interests. Only objectively measurable criteria set forth in the Invitation for bids shall be applied in determining the lowest Responsive Bidder or highest overall ranked Design-Build Proposer. Examples of such criteria include, but are not limited to, quality of the product supplied, the product's conformity with the specifications, suitability of the product to the requirements of the District, availability of support services, uniqueness of the service, materials, equipment or supplies as it applies to network integrated computer systems, compatibility to existing equipment, delivery terms, discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used and no other criteria, not stated in the specifications, shall be used. Alternative bids may be considered and accepted, only if provisions authorizing such offers are specifically stated in the invitation for bids and fulfill the required evaluation criteria set forth therein.

4.2.7 Award

Upon submittal and approval from the authorizing committee, Executive Committee and the Forest Preserve District of Kane County Commission, the contract shall be awarded by appropriate notice to the lowest Responsible Bidder or highest overall ranked Design-

Build Proposer whose bid meets the requirements and criteria set forth in the invitation

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for bids. All contractually required documents will be required prior to any notice to proceed.

4.2.8 Vendor Suspension from Bidding

A Bidder (Vendor/Contractor) may be suspended from bidding on District bids by the Director of Finance, if it is determined that the bidder made false statements in previous bids or proposals, declined to accept an award of bid, failed to perform in a satisfactory manner on previous award of bid or is currently in breach of contract with the District for an outstanding project.

A Bidder may be suspended for one year for any of the above adverse actions to the District. During that period, the suspended Bidder will not be solicited by the District for any bids or proposals and any bids or proposals received by the District from a suspended Bidder will be returned to the Bidder unopened.

4.3 Multi-Step Sealed Bids

4.3.1 Conditions for Use

The multi-step sealed bid method may be used if the Director of Finance determines:

- Available specifications or purchase descriptions are not sufficiently complete to permit full competition without technical evaluations and discussions to ensure mutual understanding between the bidder and District.
- Definite criteria exist for evaluation of technical offers
- More than one technically qualified source is expected to be available
- A fixed-price contract will be utilized

4.3.2 Invitation to Submit Technical Offers

In Phase One, multi-step bidding shall be initiated by the issuance of an invitation to submit technical offers and shall be prepared in a form approved by the Director of Finance. The invitation to submit technical offers shall contain the following information:

- Notice that the procurement will be considered in two phases and priced bids shall be considered only in the second phase from bidders whose un-priced technical offers are found acceptable in the first phase

- Instructions and information concerning submission requirements, due date and time, submittal address, time period the offer shall remain open and any other special information
- The best description of the materials, equipment or services requested
- The requirements of the technical offers, such as drawings, descriptive literature, samples, technical date and inspection or testing of a product before award

4.3.3 Public Notice

Reasonable time for the required public notice of the invitation to submit technical offers shall be given, not less than ten (10) calendar days, prior to the date set forth therein for the submittal and opening of bids. For offers requiring a mandatory pre-bid conference, the public notice must be published at least five (5) calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within Kane County. The public notice shall state the project, place, submittal date and time of bid opening, and date, time and location of pre-bid conference.

4.3.4 Public Opening

The name of each offeror and other information deemed appropriate by the Director of Finance shall be read aloud and recorded on an abstract, which will be available for public inspection. The abstract and each technical offer shall be open to public inspection in accordance with Section 3.4 (Public Access to Procurement Information).

4.3.5 Amendments to Technical Offers

The invitation to submit technical offers may be amended after submission of the un-priced technical offers and shall only be distributed to bidders who submitted un-priced technical offers. These bidders will be permitted to submit new un-priced technical offers or to amend the offers previously submitted. If an amendment materially changes the procurement, the invitation to submit technical offers shall be cancelled in accordance with Section 4.21.

4.3.6 Acceptance and Evaluation of Technical Offers

Un-priced technical offers shall be evaluated solely in accordance with the criteria set forth in the invitation to submit technical offers and shall be determined to be acceptable or potentially acceptable for further consideration or unacceptable. A determination that an un-priced technical proposal is unacceptable shall be in writing, state the basis of the

determination and be retained in the procurement file. If the Director of Finance determines a bidder's un-priced technical offer is unacceptable, the Director of Finance shall notify the bidder of this determination and that the bidder shall not be afforded an opportunity to amend its technical offer.

4.3.7 Discussions with Vendors

The Director of Finance may hold discussions with any bidder who submits an acceptable or potentially acceptable technical offer, before submission or at any time during the evaluation of the un-priced technical offers. During discussions, the Director of Finance shall not disclose any information derived from any un-priced technical offer to any other bidder. After discussions, the Director of Finance shall establish a closing date for receipt of final technical offers and shall notify, in writing, bidders submitting acceptable or potentially acceptable offers of the closing date. The Director of Finance shall keep a record of all discussion.

4.3.8 Receipt of Final Technical Offers

After receipt of final technical offers, the Director of Finance shall determine whether the technical offers are acceptable for consideration in Phase Two or are unacceptable.

4.3.9 Withdrawal of Offers in Phase One

At any time during phase one, offers may be withdrawn

4.3.10 Public Access

Technical offers received shall be open to public inspection after the execution of a contract except to the extent set forth in Section 3.4 (Public Access to Procurement Information).

4.3.11 Phase Two of Multi-Step Sealed Bidding

Upon completion of phase one, the Director of Finance shall conduct phase two by issuing an invitation for bids under Section 4.2 (Competitive Sealed Bidding), except that the invitation for bids shall be issued only to bidders whose technical offers were determined to be acceptable in phase one.

4.4 Request for Proposals

4.4.1 Conditions for Use

In cases where the District seeks to contract for a project or service whose goals, tasks or results are known, but for which the procedure or method of accomplishing same either may not be specified or is otherwise undetermined, a contract may be entered into by use of the request for proposal procedure. Reasons for using the request for proposal procedure shall be approved by the Director of Finance prior to the commencement of this procedure and presented for informational review to the appropriate committee and the executive committee at their next scheduled meeting. All professional services shall be subject to a request for proposal if required subject to the procedures as set forth in Section 4.5 of this Ordinance.

4.4.2 Request for Proposal

A Request for Proposal shall be issued and include all specifications, terms, and conditions applicable to procurement.

4.4.3 Public Notice

Reasonable time for the required public notice of the request for proposals shall be in the same manner as provided in Section 4.2.3 Competitive Sealed Bidding, Public Notice.

4.4.4. Receipt of Proposals

Names of offerors will be read aloud in the presence of one or more witnesses and recorded on an abstract. Contents of the sealed proposals shall not be disclosed to any of the competition or offerors during the negotiation process. The abstract shall be open for public inspection only after the contract is awarded in accordance with Section 3.4 Public Access to Procurement Information.

4.4.5 Evaluation Factors

The Request for Proposals shall state the relative importance of price and other evaluation factors.

4.4.6 Discussions with Responsible Offerors and Revisions to Proposals

As provided in the request for proposals, discussions may be conducted with the responsible offerors, who submitted proposals determined to be susceptible of being selected for award for the purpose of clarification to assure full understanding and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal

treatment with respect to any opportunity for discussions and revision of proposals and such revision may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

4.4.7 Award

Award submission and approvals are by the Forest Preserve District of Kane County Commission. Award will be made to the responsible offeror whose proposal conforms to the solicitation and is determined, in writing, to be in the best interests of the District based on the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

4.5 Design-Build

1. General Authority. The District may award a contract for Design-Build of a public project in accordance with the Design-Build Act. "Forest Preserve District and Conservation District Design-Build Authorization Act" Public Act 102-0460 (the "Act"). The District is not required to award a contract for Design-Build to the low bidder or pursuant to a competitive bidding process. The provisions of this Policy do not apply to the District's solicitation of Design-Build proposals or to its award of a Design-Build contract.

2. Solicitation, Submission, and Evaluation of Proposals. If a Department Director with supervisory authority over a Large District Purchase for a public project determines that it is in the District's best interest to complete the Large District Purchase through a Design-Build contract, then (i) the Buyer, at least 21 days before issuing a request for proposals, shall issue a notice of intent to receive proposals for the project and cause such notice to be published by (a) posting the notice online on the District website and (b) publishing the notice in one or more construction industry publications or posting the notice on one or more construction industry websites. Thereafter, (i) the Department Director and Buyer shall cause to be prepared and delivered or posted requests for Phase I proposals and Phase II proposals for Design-Build, which Phase II proposals shall include cost submissions and a proposed contract price for the Design-Build contract, (ii) the Department Director and Buyer shall evaluate any such proposals received, and (iii) the Department Director may recommend award of a Design-Build contract for such Large District Purchase to the highest overall ranked proposer, all in accordance with the Design-Build Act.

3. Bid Security and Performance and Payment Bonds.

a. Bid Security: Each Design-Build proposer for a District Purchase in excess of the Statutory Competitive Bidding Threshold, must submit Bid Security to the District with its Phase II proposal

under the Design-Build Act. If the District awards a Design-Build contract to a proposer, but the Competitive Bidder fails to timely enter into a binding contract with the District as provided in the notice of award, then the proposer forfeits its Bid Security.

b. Performance Security and Payment Security: Each proposer, to which a Design-Build contract for a Public Works Project is awarded, shall deliver to the District, upon the execution of the Design-Build contract, the Performance Security and Payment Security for such contract that is required under the Illinois Public Construction Bond Act, 30 ILCS 550/0.01et seq., if any.

4. Exceptions: Nothing in this Section limits the District's authority to make a District Purchase:

(i) that is necessary to address an Emergency, in which case the District Purchase shall be solicited in accordance with the Section 4.7 of this policy or

(ii) that cost the same as or less than the thresholds in accordance with section 3.5.2 of this policy.

4.6 Professional Services Selection Process

There will be circumstances where it will be necessary or advisable for the District to engage the services of independent professionals because of the District's requirement or need for such services determined on a project-specific basis. In such cases, it shall be the goal of the

District to negotiate the lowest reasonable fees consistent with obtaining the highest possible quality of service and professional expertise from the service providers. Independent professional service providers shall be selected on the basis of their demonstrated competence and expertise relative to the services to be rendered, the cost of the services, and their demonstrated or perceived ability to work with District staff, elected officials, and where applicable, other units of government and members of the public.

The services may require mandatory or essential technical skills as well as, in some cases, professional licenses or certifications and are provided by accredited professionals in connection with defined assignments, which may result in the preparation of a report, the review and analysis of reports prepared by others, preparation of plans or specifications, recommendations of a particular course of action or policy, and include supervision of an activity (such as construction).

4.6.1 Requirements for Engagement of Independent Professionals

The need or requirement of the District for the engagement of independent professional services shall be based on a determination that one or more of the following circumstances exist:

A. The project requires an independent professional as a condition of Federal, State, or local law or regulation, or as a condition of a Federal, State of other grant or intergovernmental agreement;

B. The project requires specialized expertise or multiple areas of expertise not available from existing staff;

C. District staff is not available for the project due to present or anticipated workload or other time constraints;

D. The project requires a limited engagement where it is not cost-effective to hire new full-time staff to provide the necessary services or expertise;

E. An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

4.6.2 Procedures for Selection of Independent Professionals Not Subject to the Local Government Professional Services Act

Contracts for professional services that are less than $5,000 may be awarded by the Director of Finance pursuant to the recommendation of the user department.

Contracts for professional services that are at least $5,000 and less than $30,000 may be awarded by the Director of Finance where there has been a competitive price quotation process and at least three (3) written quotations for the services have been obtained prior to selection.

Contracts for professional services that equal to or exceed $30,000 shall be awarded after a competitive selection process that includes a request for proposal to provide services, except in cases of actual emergency as set forth in Section 4.6 of this Ordinance. The District may require a uniform request for proposal process to be employed in the case of all contracts subject to the jurisdiction of the District and such other cases where it can be made applicable.

Contracts for professional services shall include or be accompanied by documentation from the Director of Finance referencing the specific provision (s) of Section 4.5.1 of this Ordinance applicable to the particular project.

4.6.3 Procedures for Selection of Independent Professionals Subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.

Professional services of architects, engineers and land surveyors are governed by the requirements of the Local government Professional Services Selection Act, 50 ILCS 510 et seq (the "Act"), and by local policy, rules and regulations. All Professional Service Contracts or agreements for professional services for architectural, engineering or land surveying purposes, which equal or exceed $5,000, shall be subject to the Act.

4.6.4. Waiver of Selection Process~~Competition~~ (50 ILCS 510.1 et seq.~~8~~)

Waiver of Selection Process~~competition~~. The District may waive the requirements, if it determined by resolution that an emergency situation exists and a firm must be selected in an expeditious manner, or the cost of ~~architectural~~architectural, engineering, and land surveying services for the project is expected to be less than $40~~30~~,000; or if the District has an existing satisfactory relationship with the Professional Design Firm.

4.6.5 Legal Services

Legal services are subject to the supervision and control of the Forest Preserve District of Kane County Commission, with selection of Attorney's approved by the President, Executive Committee and the Forest Preserve District Commission.

4.7 Emergency Purchase

4.7.1 Conditions for Use

An emergency purchase may be authorized without bidding in certain situations including, but not limited to, situations threatening public health or safety, where immediate repairs are required to District property to protect or prevent against further loss or damage, where immediate action is needed to prevent or minimize disruption to District services, where immediate action is required to ensure integrity of District records and where immediate action is necessary to avoid the lapse or loss of federal, state or donated funds. An emergency purchase shall be limited to those materials, supplies, equipment, services, construction and construction related services necessary to satisfy the emergency and these purchases shall be made with such competitive evaluation as is practicable under the circumstances.

4.7.2 Emergency Affidavit

A department seeking an emergency purchase shall prepare an emergency requisition documenting both the existence of the emergency condition and the nature of the emergency. The department head shall sign the requisition and submit it to the Director of Finance requesting authorization to make the emergency purchase. The Director of Finance shall submit said requisition to the Executive Director and President of the District for approval. The approval shall be ratified by the Forest Preserve District of Kane County Commission as soon as practicable.

4.7.3 Cost of Pricing Data

The Director of Finance may require from the requesting Department the submission of cost or pricing data in connection with an award under this section.

4.7.4 Negotiations

The Director of Finance or his/her designee shall negotiate with the supplier, to the extent practical, a contract in the best interest of the District. The price paid must be reasonable considering the circumstances.

4.7.5 Contract Documentation

The emergency requisition must be included in the contract file.

4.7.6 Board Ratification

Any emergency purchase over $30,000 under this section shall be placed on the agenda for ratification at the next regularly scheduled Forest Preserve District of Kane County Commission meeting.

4.8 Request for Information

The Director of Finance may issue a request for information to obtain data about services, equipment, materials, supplies, or construction and construction related services to meet a specific District requirement. Sufficient public notice shall be provided in the same manner as stipulated in Section 4.2.3 (Competitive Sealed Bidding, Public Notice).

4.9 Change Orders

Change orders for a contract obtained pursuant to this Ordinance shall be processed under the following guidelines:

- Change orders that are within the contingency amount authorized by the Commission would be processed according to 4.8.1 and 4.8.2.
- Change orders where no contingency is available or the amount exceeds the contingency amount will require the Commission's approval.
- In situations where the time required for processing approval of a change order necessitated by field conditions, whose total change order does not exceed $30,000, would unreasonably interrupt project schedules to the financial detriment of the District, the change order may be processed by the District's Director of Finance after written notification to the Executive Director and President. Change orders over $30,000 made under these conditions shall be placed on the agenda for ratification at the next regularly scheduled Full Commission meeting.

4.9.1 Change Order Documentation

A written request from the vendor outlining specifications required for the change order.

4.9.2 District Approval

Change order Form prepared by vendor must be approved by the Executive Director, Director of Finance and Buyer prior to proceeding with the project.

4.10 Small Purchases

4.10.1 Small Purchase Threshold

Any procurement that does not exceed the aggregate dollar amount of $29,999.99, as established by the District, shall be made in accordance with the rules adopted by the Director of Finance for small purchases, subject to 4.9.2 (Procedure). Procurements shall not be artificially divided or fragmented so as to constitute a small purchase under this section and circumvent the competitive selection process and procedures.

4.10.2 Procedure

Procurement of materials, services, supplies, equipment, construction or construction related services that are less than $5,000 may be awarded by department heads pursuant to the procedures within this document.

Procurement of materials, services, supplies, equipment, construction or construction related services that are at least $5,000 and less than $30,000 may be awarded by the

Director of Finance where there has been a competitive price quotation process and at least three quotations have been obtained prior to selection.

Procurement of materials, services, supplies, equipment, construction or construction related services that equal or exceed $30,000 shall be awarded after a competitive bid process, in accordance with this Ordinance.

4.10.3 Documented Written Quotations

The District may procure materials, services, supplies, equipment, construction or construction related services less than $30,000 by soliciting written specifications and securing documented written quotations which provide (a) the name of the company or firm, (b) the person providing the quotation, (c) the delivery date, (d) FOB information, (e) cash terms, and (f) price (s) of items (s). A minimum of three (3) businesses, if available, handling the particular commodity or services shall be required to provide written quotations. A "No Bid" shall not meet the requirement of a responsible bid. Award shall be made to the business offering the lowest acceptable quotation, delivery and terms being a consideration.

4.10.4 District Vendor Charge Accounts

The District has set up charge accounts at local vendors for the purchase of daily supplies. These purchases are to be for small amounts and must be needed to support the day to day activities of the District, i.e. hardware supplies. These purchases can only be made by full-time employees, showing their employee picture identification card as proof of employment. The Finance Department maintains a list of authorized vendors who honor the District's purchasing policy. These are the only vendors authorized for use.

4.10.5 Reimbursement to Employees for Small Purchases

Occasionally, employees may find it necessary to make small purchases at vendors that the District has not setup charge accounts with. These purchases should be for emergencies only and are not the preferred purchase method and should be avoided with better planning. The District will reimburse employees for these purchases. Employees are required to obtain receipts for these purchases and to fill out a District reimbursement form, available from the Finance Department, listing the item purchased and the reason for the purchase. This form must be signed by the employee and approved by their supervisor and submitted to the Director of Finance or designee for review and approval. Once approved, the reimbursement will be submitted to the Forest Preserve District of Kane County Commission, with the District's monthly invoices, for final

approval, before payment can be made. Employees are responsible for ensuring that the purchase is exempt from sales tax.

4.11 Cooperative Joint Purchasing

The Director of Finance may procure materials, services, supplies, equipment, construction or construction related services, through any governmental agency without complying with the requirements of Section 4.2 (Competitive Sealed Bidding), provided:

- Such procurements are made pursuant to a written agreement between the governmental agency and the District.
- Competitive selection procedures, similar to the requirements of Section 4.2, were used in the application procurement.
- The procurement is based on the State of Illinois Joint Purchasing Agreement and, approved by resolution of the District;
- Procurement through Government Joint Purchasing Alliances where the contract was formally completed by the alliance or group.
- This type of procurement is not employed as a means for circumventing the general intent of this Ordinance.
- The District is authorized by Illinois law or regulation to contract with such governmental agency.

4.12 Solicitation Amendments

4.12.1 Conditions for Use

If necessary, an amendment to a solicitation shall be issued to:

- Make changes in the solicitation
- Correct defects of ambiguities
- To furnish other bidders information provided to one bidder if the information will assist the other bidders in submitting bids or the lack of information will prejudice the other bidders.

4.12.2 Distribution

Amendments to solicitations will be identified as such and shall be sent to all Persons to whom the solicitation was originally sent, and all persons attending the pre-bid conference.

4.12.3 Receipt of Acknowledgement

Amendments shall require the bidder to acknowledge receipt of the amendment by acknowledging the receipt of the amendment on the submitted bid form.

4.12.4 Timeframe for Vendor Evaluation

Amendments shall be issued a reasonable period before the due date to allow prospective bidders sufficient time to consider the amendment in preparing their bids. If the due date does not allow the bidder sufficient time to review the amendment, the due date may be extended. The Director of Finance shall determine what a reasonable amount of time is from the due date for each bid amendment.

4.13 Pre-Bid Conferences

The District may conduct a pre-bid conference within reasonable time, but not less than five (5) days before the scheduled bid opening date, to explain the procurement requirements. Verbal statements made at the pre-bid conference which are not consistent with the written solicitation shall not be binding upon the District unless a written amendment is issued.

4.14 Pre-Opening Modification or Withdrawal of Bids/Offers

4.14.1 Invitation for Bid Modification or Withdrawal

A bidder may modify or withdraw its bid at any time before the bid opening, if the sealed modification or withdrawal is received in writing before the due date. A bidder or the bidder's authorized representative may withdraw the bid in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for the bid. A bid may not be withdrawn if the bid opening has begun.

4.14.2 Request for Proposal Withdrawal

A proposal may be withdrawn at any time before the scheduled opening date and time. An offeror or the offeror's authorized representative may withdraw the proposal in person if, before the scheduled opening date, the identity of the individual requesting

withdrawal is established and that person signs a receipt for the proposal. A proposal may not be withdrawn if the offer opening has begun.

4.14.3 Documentation Retention

All documents concerning a modification or withdrawal of a bid/offer shall be retained in the appropriate procurement file.

4.15 Late Bids/Offers, Late Withdrawals and Late Modifications

4.15.1 Definition of Late Bid/Offer/Withdrawal/Modification

A bid, offer, withdrawal, or modification is considered late by the District if it is received after the date and time set for the submission of such bids/offers.

4.15.2 Conditions for Rejection

A late bid, late offer, late withdrawal, or late modification shall be rejected unless it would have been received on time but for the action or inaction of District personnel. The District shall be the sole judge as to deciding if a rejection applies.

4.15.3 Vendor Notification

Bidders submitting late bids, late offers, late withdrawals, or late modifications shall be notified of the rejection as soon as practicable.

4.15.4 Document Retention

Documentation regarding a late bid, late offer, late withdrawal, or late modification shall be retained in the appropriate procurement file.

4.16 Unidentified Bids/Offers

An unmarked envelope that does not identify a bid or bidder may be opened for the purpose of identification. Record shall be made on the envelope regarding the reason for its opening, date and time it was opened, the solicitation to which the bid applies and the signature of the individual who opened the envelope. The envelope shall then be resealed and retained in the procurement file until the scheduled bid date.

4.17 Mistakes in Bids/Offers

4.17.1 Mistake Discovered Prior to Bid/Offer Opening

A bidder/offeror may correct mistakes discovered before the scheduled date and time for the bid/offer opening by withdrawing or correcting the bid/offer as provided in Section 4.14.

4.17.2 Mistake Discovered After Bid/Offer Opening

After bid/offer opening, a bid/offer mistake may not be corrected or withdrawn except in the following situations;

- In the case of a mathematical error, the unit cost shall prevail and any corrections required due to an error of this nature shall be done by the District.
- The Director of Finance may waive any minor (non-price) informalities in a bid/offer or allow the bidder/offeror to correct them if the revision is in the best interests of the District.
- Corrections to a bid/offer shall be permitted only to the extent the bidder/offeror can show by clear and convincing evidence that a mistake of nonjudgmental character was made, the nature of the mistake and the bid/offer price actually intended.
- In lieu of bid/offer correction, a bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid if:
    - The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident or;
    - The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.
    - The Director of Finance shall decide if a bid/offer may be corrected or withdrawn.

4.17.3 Mistakes Discovered After Award

Mistakes shall not be corrected after award of a Contract except in cases where the Director of Finance makes a written determination that it would not be in the best interest

of the District to not allow a correction of the error and upon approval from the authorizing committee.

4.17.4 Written Determination

If a correction or withdrawal of a bid/offer after the bid opening is permitted or denied under this section, the Director of Finance shall prepare a written determination indicating the basis of the decision to approve or deny the correction or withdrawal.

4.18 Only One Bid/Offer is Received

If only one responsive bid/offer is received to a solicitation, an award may be made to the single bidder/offeror if the Director of Finance determines that the price submitted is fair and reasonable and that other prospective bidders/offerors had reasonable opportunity to respond or that there is not sufficient time for initiating another solicitation. Otherwise the Director of Finance may exercise the option to reject the bid/offer and seek bids/offers through a new solicitation.

4.19 Tie Bids

4.19.1 Conditions for Tie Bids

Tie bids are the lowest cost bids from responsive qualified bidders that are identical in price.

4.19.2 Award Determination

Award of tie bids will be determined as follows:

- The date and time the bid/offer is received shall be taken into consideration.
- If the bids are equal in all respects, the award shall be made by a coin toss by the Director of Finance with one or more witnesses upon three (3) days' written notice to the bidders. Tie bidders will be afforded the opportunity to witness the coin toss, however, attendance is voluntary.

4.20 Confidential Information

If a person believes a bid, proposal, offer, specification or protest submitted to the District contains either trade secrets or propriety property, a statement should be included in the submission, which describes and supports their claim. The trade secrets or propriety property must be specifically identified as the information considered confidential. Entire bid submissions

shall not be eligible for consideration as confidential material. Trade secrets or proprietary property are exempt from inspection and copying under Illinois Freedom of Information Act (the "Act").

The District does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any Court, and all bidders assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Act. The District expressly disclaims all liability for such disclosure.

4.21 Cancellation of a Solicitation

A solicitation may be cancelled or submitted bids/proposals may be rejected in whole or part as specified in the solicitation if it is in the best interest of the District. The reasons for such cancellation or rejection shall be included in the procurement file. Every solicitation issued by the District shall contain language stating the District's right to cancel the solicitation and to reject submitted bids or proposals.

4.22 Cancellation of a Solicitation Before the Due Date and Time

4.22.1 Authority of Determining Cancellation

The Director of Finance has the authority to cancel a solicitation, in whole or part, before the due date and time if a determination is made that cancellation is in the best interests of the District.

4.22.2 Notification of Cancellation

If a solicitation is cancelled before the required submittal date and time, notice of the cancellation shall be sent to all persons to whom the solicitation had been distributed. The notice shall identify the solicitation and the reason for cancellation.

4.22.3 Handling of Received Bids/Proposals

Any received bids/proposals shall be returned unopened to the vendors.

4.23 Cancellation of a Solicitation After Receipt of Bids or Proposals

4.23.1 Authority for Determining Cancellation

The Director of Finance has the authority to cancel a solicitation after receipt of bids or proposals, but before award, if a determination is made that cancellation is in the best interests of the District.

4.23.2 Notification of Cancellation

A notice of cancellation shall be sent to all bidders or offerors submitting bids or proposals.

4.23.3 Document Retention and Public Inspection

Bids or proposals received for the cancelled solicitation shall be retained in the appropriate procurement file. If, within a reasonable time, the Director of Finance intends to issue a new solicitation for the same materials, services, equipment, supplies, construction or construction related services the proposals submitted under the cancelled solicitation may be withheld from public inspection upon written determination that this action is in the District's best interest. After award of the second solicitation, bids or proposals submitted in response to both solicitations shall be open for public inspection to the extent set forth in Section 3.4 (Public Access to Procurement Information).

4.24 Rejection of Individual Bids and Proposals

4.24.1 Conditions for Rejection

A bid or proposal may be rejected if;

- The bidder is determined to be non-responsible in accordance with Section 4.25.
- The bid is non-responsive pursuant to Section 2.3027.
- The proposed price is unreasonable.
- The bid or proposal is not in the best interest of the District.
- The contractor is determined to be unqualified.

4.24.2 Notification of Rejection

Bidders or offerors will be notified in writing of the rejection of their bids or proposals with a copy retained in the appropriate procurement file.

4.24.3 Document Retention and Public Inspection

The determination for rejection will be retained in the procurement file and shall be available for public inspection to the extent set forth in Section 3.4 (Public Access to Procurement Information).

4.25 Responsibility of Bidders and Offerors

4.25.1 Determination of Vendor Responsibility

Before awarding a Contract to a bidder or offeror, the Director of Finance will determine whether that bidder or offeror is responsible. The signature of an appropriate official of the bidder authorized to execute the contract award signifies the bidder or offeror is responsible.

4.25.2 Factors in Determining Responsibility

Factor considered in determining whether a bidder or offeror is responsible are;

- The bidder's or offeror's resources in terms of financial, physical and personnel
- The bidder's or offeror's record in terms of past performance and integrity
- Whether the bidder or offeror is legally qualified to do business with the District
- Whether the bidder or offeror complied with requirements for submitting information regarding their responsibility
- Whether the bidder or offeror met specific responsibility criteria established within the solicitation for a particular procurement
- Where the bidder or offeror fails to promptly supply information in connection with any inquiries concerning responsibility
- The qualities of the products supplied, their conformity with the specifications and their suitability to the requirements of the District
- Availability of support services
- Uniqueness of services, materials, equipment or supplies as it applies to networked, integrated computer systems
- Compatibility to existing equipment

- Delivery terms

4.25.3 Determination of a Non-Responsible Bidder/Offeror

A determination of a non-responsible bidder or offeror shall be in writing by the Director of Finance outlining the basis of the determination and a copy shall be included in the procurement file.

4.25.4 Notification to Non-Responsible Bidder/Offeror

A notice shall be sent to the non-responsible bidder or offeror stating the basis of the determination. The decision may be appealed as provided in Article VI of this Ordinance.

4.25.5 Dissemination of Bidder/Offeror Information

Information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside of the Finance Department without the prior written consent by the bidder or offeror except in accordance with Section 3.4 (Public Access to Procurement Information).

4.25.6 Bidder/Offeror Rights

A finding of non-responsibility shall not be construed as a violation of the rights of any person.

4.26 Bid Security and Performance/Payment Bonds

Bid security may be required for contracts when provided by statute or when the Director of Finance determines it is in the best interest of the District.

Acceptable forms of security which may be submitted are: an executed bid~~surety~~ bond issued by a firm licensed and registered to transact such business with the State of Illinois; cash, certified check or cashier's check payable to the Forest Preserve District of Kane County (personal or company checks are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the District. Acceptability shall be determined by the Director of Finance.

Bid security shall be in an amount not to exceed ten (10) percent of the amount of the bid/offer.

Contract performance and payment bonds: When a contract is awarded the required performance bonds or payment bonds, in the amount stated in the bid document, shall be delivered to the District and shall become binding on the parties upon the execution of the contract. Performance and Payment Bonds are required by statute for all public works construction contracts in excess of $150,000.00.

Bid security, performance bonds or payment bonds shall not serve as a substitute for determining bidder responsibility.

4.27 Bid Documents Required for Award of Bid

The following documents are required to be submitted by any bidder that is awarded a bid:

- A signed statement of prevailing wage as described in Article II, Section 2.37 of this Ordinance.
- A signed contract, as required, stating the terms and conditions of the bid project, supplied by the District.
- A signed statement acknowledging the bidder has a substance abuse policy in place and a copy of said policy.
- A signed statement by the bidder acknowledging the bidder will supply the District with certified payroll for each payout request submitted by the bidder, before payment can be made.
- A signed statement by the bidder acknowledging the bidder will provide contractor lien waivers for each payout request by the bidder before payment can be made.
- Any other documents deemed necessary by the Director of Finance for the District to proceed with the award of any bid or proposal.

4.28 Multi-Year Contracts

The District's policy on multi-year contracts includes the following:

- All multi-year contracts presented for approval shall contain the total value of the award for the multi-year period.
- Multi-year contracts shall not be presented to a Committee or the Forest Preserve District of Kane County Commission where the terms of the contract exceed two (2) years without prior approval by the Director of Finance.

4.29 Extension of Bid/Offer Acceptance Time

Before opening of bids or offers, the Director of Finance may allow, in writing, an extension of time during which the District may accept the bids or offers.

Subsequent to receipt of the District's extension of time, the bidder or offeror may withdraw their bid or offer, without penalty, through written notification to the Director of Finance. No other modifications shall be allowed.

ARTICLE V – Specifications

5.1 Responsibility for Specifications

The Director of Finance or delegated department head shall prepare, revise, maintain and monitor specifications for materials, supplies, services, equipment and construction or construction related services required by the District, under the direction and instruction and authority of the Director of Finance.

5.2 Relationship with Using Departments

The Director of Finance shall obtain expert advice and assistance from personnel of using department in the development of specifications and may delegate to a using department the request to submit its own specifications. The Director of Finance shall retain authority to approve or disapprove all specifications.

5.3 Maximum Practicable Competition

All specifications shall be drafted to promote overall economy for the purposes intended and encourage competition in satisfying the District's requirements and shall not be unduly restrictive. This policy applies to all specifications including but not limited to, those prepared for the District by architects, engineers, designers and draftsman.

ARTICLE VI – Appeals and Remedies

6.1 Bid Protests

6.1.1 Right to Protest

Any actual or prospective bidder, offeror, or contractor who is engaged in connection with any solicitation or award of a contract may protest to the Director of Finance. Any

protest must be submitted in writing within three (3) business days from the issuance of the solicitation, addendum, notice of award, or other decision by the Director of Finance or authorized official.

6.1.2 Stay of Procurement During Protest

In the event of a timely protest under Section 6.1.1, the Director of Finance or the authorized official, after consulting with the District's Attorney, shall determine whether it is in the best interests of the District to proceed with the solicitation or award of the contract.

6.2 Claims After Contract is Awarded

Unless otherwise provided by the terms of the contract, all claims by a contractor against the District relating to a contract shall be submitted in writing to the Director of Finance within the three (3) day time-frame in Section 6.1.1 above. The contractor may request a conference with the Director of Finance on the claim. Claims include, without limitation, disputes arising under a contract and based upon breach of contract, mistake, or misrepresentation. In the case of a contract-based dispute, the provisions of this ordinance shall prevail over any inconsistent provision in the contract, unless the Forest Preserve District of Kane County Commission has expressly waived such protection.

6.3 Authority of the Director of Finance to Settle Bid Protests and Contract Claims, Subject to Statutory Provisions

6.3.1 Authority

The Director of Finance authorized to settle any procedural protest regarding the solicitation or award of a District contract so long as all affected or interested parties are in Agreement. The Director of Finance, after consulting with the District's Attorney, shall make recommendations on the resolution of any unresolved protest to the Executive Director, who shall review the matter and render a decision within five (5) calendar days of receipt of the recommendation of the Director of Finance on the matter.

6.3.2 Notice to the Contractor of the Director of Finance's Decision

If the protest or claim is not resolved by mutual agreement, the Director of Finance shall issue a recommendation in writing within five (5) calendar days and it shall be mailed or otherwise furnished to the aggrieved party by other expeditious means, such as email or fax, if available. The recommendation shall state the reasons for the recommendation reached and shall inform the aggrieved party of its appeal rights under Section 6.3.3.

6.3.3 Finality of the Director of Finance's Decision and Contractor's Rights to Appeal

The Director of Finance's recommendation shall be final, conclusive and binding for all purposes, unless, within five (5) calendar days from the date of receipt of the recommendation, the Executive Director of the District receives a written appeal from the aggrieved party.

6.3.4 Failure to Render Timely Decision

If the Director of Finance does not issue a written recommendation regarding any protest or claim within five (5) calendar days or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

6.4. Access to Administrative Forum, Subject to Statutory Provisions

6.4.1 Appeal Process

Any actual or prospective bidder, offeror, or contractor may appeal a recommendation by the Director of Finance regarding bid protests or contract claims to the Executive Director of the District. Said appeal shall be made in writing within five (5) calendar days from the date of receipt of the recommendation by the Director of Finance. The protester shall be notified of the time and date when the appeal shall be considered by the Executive Director and afforded a reasonable opportunity to state their position in writing to the Executive Director. Any party whose interests may be adversely affected by a protest or appeal shall be notified and have the right to file a written argument for the purpose of protecting those interests.

6.4.2 Decision

The Executive Director shall issue a decision based on review of the recommendation of the Director of Finance and any written materials submitted by the party appealing the Director of Finance's recommendation:

- If made prior to award of the bid in question, said decision shall be referred with the Resolution for award of the contract for consideration by the authorizing Committee.
- If made after award of the bid in question, the decision of the Executive Director shall be scheduled for discussion and decision as expeditiously as possible by two or more of the following persons who may be available: (a) the President of the

District; (b) the chairperson of the Finance and Administration Committee; and (c) the chairperson of the Planning & Utilization Committee. The discussion and decision may be conducted by phone or video conference.

- The decision of the majority of the foregoing persons is final.

6.4.3 Elected Officials

Decisions and determinations made under this Section and Section 6.3 (Authority of the Executive Director of the District to Settle Bid Protests and Contract Claims, Subject to Statutory Provisions) are subject to the review and prior approval of the President of the District as may be further provided by the internal control ordinances or statutes or as otherwise provided by law.

ARTICLE VII – Credit Cards

7.1 District Credit Cards

The District has authorized the use of different types of credit cards. Vendor authorized credit cards are approved for use for supplies that must be purchased in the field for convenience and necessity, when in the best interest of the District.

7.2 Rules for the use of District Credit Cards

7.2.1 General Rules/Issuance

The Forest Preserve District of Kane County provides District-issued credit cards to authorized employees for business-use purchases. The District Credit Card Program is a credit card purchasing program that authorizes the use of a credit card with a credit limit for business purchases.

The Credit Card Purchasing Program is designed to assist the organization in reducing its reliance on requisitions, purchase orders, petty cash funds, employee advances, paper checks and reduce the need to use personal funds for business purposes. The program should help increase turn-around time in the fulfillment of orders, provide greater flexibility and reduce paperwork.

The Finance Department is responsible for the implementation, program compliance, issuance, auditing, processing payment, and bank relations to solve customer service issues and card cancellations. The Finance Department reconciles all statements and maintains the statements/receipts for the Credit Card Program. The Finance Department shall also be responsible for notifying the appropriate department staff and department head for any irregularities that occur.

Only employees of the organization are allowed to participate in the program. Each cardholder has the responsibility to review, reconcile and submit their monthly account statement with the appropriate receipts and signatures for processing.

Credit Card Statements arrive about the 7th of each month and are due to the Finance Department by the end of the month. The Finance Department is the original recipient of the master credit card statement and the other employees will receive their individual statements directly from the credit card company.

All policies outlined in this manual and the District's financial and operational policies must be adhered to and any failure to comply can result in the suspension from the Credit Card Purchasing Program and also include disciplinary actions that may include termination of employment. The Credit Card issued to the cardholder is the property of the District and can be canceled at any time. Periodic audits will be performed to ensure the cardholder is in compliance with the policies and procedures.

7.2.2 Cardholder Setup/De-Activation

A new participant in the Credit Card Purchasing program must complete the Credit Card Application and obtain the appropriate authorization of the Executive Director. The application must be submitted to the Finance Department by the Executive Director. Once the application has been approved by the Executive Director and Finance Department and the bank has processed the request, an account for the cardholder may be established.

The new participant must also sign the User Agreement Form that outlines the responsibility of the cardholder while in possession and use of the Credit Card. Both of these documents must be completed and signed prior to the release of the Credit Card to the cardholder from the Finance Department.

When an employee separates from the Forest Preserve District of Kane County, the Credit Card must be turned into the Finance Department (through the appropriate

Department Head) on or before the employee's separation date. The Finance Department will terminate the card.

7.2.3 Recordkeeping & Reconciliation

The cardholder is responsible for maintaining adequate receipts for goods and services purchased with the Credit Card. The cardholder must contact the vendor directly to resolve any discrepancies or incomplete orders. The documentation retained should include sales receipts, packing lists (if applicable) and credit card transaction receipts. Any incorrect charges, duplicate transactions or missing credits must be addressed directly between the cardholder and the vendor. Upon completion of the reconciliation, the cardholder and his/her department head must sign the statement documenting their agreement with the transactions appearing on their account statement.

Employees are responsible for ensuring that the credit card purchase is exempt from sales tax.

7.2.4 Items Not Allowed

1. Cash Advances
2. Liquor or Tobacco Products
3. Personal Use

If the employee inadvertently uses the District's credit card, the employee MUST notify the Finance Department and write a check or pay cash to reimburse the Forest Preserve District of Kane County IMMEDIATELY.

7.2.5 Missing Receipts

If the cardholder is missing receipts, the cardholder should attempt to contact the vendor to request a copy of the receipt. If the request cannot be honored, the cardholder must then submit a Missing Receipt Form documenting the pertinent transaction information. This documentation must be reviewed and approved by the cardholder's Department Head.

7.2.6 Disputed Transactions

At times there might be disputed transactions appearing on a cardholder's account statement. The dispute may arise but are not limited to the following: due to non-delivery of the goods or services, incorrect billing, duplicate billing, missing a valid credit not processed to the account for a return, altered charges or defective merchandise.

When this occurs the cardholder must contact the credit card company and the Finance Department stating the reason for the disputed item and any other transaction details available. The cardholder is responsible for resolving the disputed item with the vendor.

If an employee has a dispute that cannot be resolved by the cardholder, the employee MUST contact the Finance Department for assistance.

Note on Returned Items: Items should be returned directly to the vendor by whichever means the vendor requires. It is the cardholder's responsibility to determine that proper credit is posted for any returned item.

7.2.7 Lost or Stolen Cards

If a card is lost or stolen, the cardholder must immediately contact the credit card company and the Finance Department. Upon notification, the card will be suspended immediately and any charges posted to the account after the "missing date" will be denied. A new card will be issued.

ARTICLE VIII – Miscellaneous

8.1 Conflict

All District ordinances and parts of ordinances and all resolutions and order, or any parts thereof, in conflict with this ordinance, or any parts thereof, are hereby repealed. In the event that any conflict between this ordinance and the statutes of case decision of the State of Illinois, then the statutes and case decisions of the State of Illinois control.

8.2 Amendment

By adoption of the Purchase Ordinance, the Forest Preserve District of Kane County Commission recognizes that the purchasing guidelines and rules herein provided may require revision and adjustment as experience will dictate, the implementation of new processes or procedures, and the passage of new state legislation. Revisions of this ordinance shall be made by recommending changes to the Finance Committee and Executive Committee, which shall review the proposed change and make recommendations to the Commission. Two-thirds vote of all elected Commissioners is required to amend this ordinance.

8.3 Ordinances, Orders and Resolutions – Publication – Evidence

All ordinances imposing any fine or penalty or making any appropriation of money shall, within ten (10) days after passage, be published at least once in a newspaper published in the District or having a general circulation therein to be designated by the Commission, and no such ordinance shall take effect until ten (10) days after it is so published. All other ordinances and all orders or resolutions shall take effect from and after the passage, unless otherwise provided therein. All ordinances, orders and resolutions and the date of publication thereof may be proved by the certificate of the Secretary of such District, under the seal of the corporation and, when printed in book or pamphlet form and published by authority of such commission, such book or pamphlet shall be received as evidence of the passage and publication of such ordinances, orders and resolutions as of the date mentioned in such book or pamphlet in all courts and places without further proof.

8.4 Copies

The Secretary of the District is authorized and directed to transmit a copy of this ordinance to the President, Commissioners, Secretary, Treasurer, Executive Director and Attorney of the District.

8.5 Captions and Headings

The captions and headings used herein are for convenience of reference only and do not define of limit the contents of each paragraph.

8.6 Surplus

Property of the District that has an estimated value of at least $100 and, is not foreseeable as a need or longer having any use to the District will be auctioned on a Governmental Public Auction site per the direction of the Director of Finance once the Commission has approved the items as surplus.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

REPORT NO. TMP-25-1167

PRESENTATION AND DISCUSSION OF THE TAX LEVY FOR FISCAL YEAR 2026-2027

AGENDA MEMORANDUM

DATE: September 23, 2025
TO: Forest Preserve District Finance & Administration Committee

FROM: David Petschke, Director of Finance
Benjamin Haberthur, Executive Director

SUBJECT: Presentation and Discussion of the Tax Levy for Fiscal Year 2026-2027

PURPOSE:
The purpose of this memorandum is to provide the committee with information to support a recommendation for the upcoming 2025 property tax levy.

BACKGROUND:

Preliminary audit results for fiscal year 2024/25 are shown below (please note full figures will not be available for approximately two months):

GENERAL FUND

Revenues

- Budgeted Amount - $12,036,081
- Actual Amount - $12,427,804
- Difference – Surplus of $391,723 (3.3%)

- Investment Income – Surplus of $260,980 – A majority of the surplus was due to the current interest rate environment and the diversified investments resulting in more interest income than what was budgeted in the fiscal year.
- Personal Property Replacement Tax (PPRT) – Deficit of $207,184 – The original amount budgeted was based on Illinois Municipal League (IML) guidance, however the revenue was lower than anticipated due to the State continuing to divert revenue prior to it being distributed to local agencies.
- Campground Revenue – Surplus of $185,412 – This surplus was primarily due to an accounting methodology change that was approved by the District's auditors. The District had previously recorded a deferred revenue for reservations recorded online prior to the reservation date in the next fiscal year. Due to the immateriality of the entry, the reservations system will be on a cash basis going forward to greatly reduce staff time involved in the manual accrual calculation process.
- Sale of Material – Surplus of $105,009 – Surplus was due to the District selling vacant lots, vehicles, and equipment in excess of the budget estimates through the online Public Surplus auction website.

Expenses

- Budgeted Amount - $12,759,082
- Actual Amount - $11,491,439
- Difference – Surplus of $1,267,643 (9.9%)

- Full Time, Part Time, and Overtime Employee Wages – Surplus of $182,218 – The District had a surplus budget of $182,218 in full time, part time, and overtime wages. While the District spent 97.3% of the total budget in the fiscal year, the primary factor that contributed to a surplus in wages was staff turnover and the time it took to replace vacant positions with qualified replacements.

- Employer Portion of Health Insurance – Surplus of $218,977 – The District budgeted a total of $1,039,137 for employer paid health insurance in the fiscal year. The actual expenses were $820,160 during the year. This surplus was primarily due to employees electing plans that have lower costs or waiving coverages. It is also due to employee turnover and the time it took to replace positions with qualified candidates.

- Carry-Over Expenditures (Vehicles & Fuel System) – Surplus of $535,680 – This carryover amount represents both vehicles and a fuel system replacement that were budgeted in fiscal year 2024-2025, but were not delivered prior to the District's fiscal year end. The District anticipated a delay in the delivery of these items and had budgeted for the carry-over of these vehicles and fuel system into the 2025-2026 fiscal year.

- Interfund Transfers – Surplus of $190,085– The District budgeted a total of $1,308,411 of operating transfers to the IMRF, Social Security and Liability Funds. Actual expenses were $1,118,189 to comply with each respective fund balance policy.

IMRF FUND
Revenues

- Budgeted Amount - $492,894
- Actual Amount - $362,785
- Difference – Deficit of $130,109 (26.4%)

Expenses

- Budgeted Amount - $492,894
- Actual Amount - $372,868
- Difference – Deficit of $120,026 (24.4%)
- The IMRF Fund performed as expected for the fiscal year.

INSURANCE LIABILITY FUND
Revenues

- Budgeted Amount - $395,108
- Actual Amount - $358,282
- Difference – Surplus of $49,310 (12.1%)

Expenses

- Budgeted Amount - $407,592
- Actual Amount - $354,362
- Difference – Surplus of $53,230 (13.1%)

- The Insurance Liability Fund performed as expected for the fiscal year.

SOCIAL SECURITY FUND
Revenues

- Budgeted Amount - $460,858
- Actual Amount - $455,753
- Difference – Deficit of $5,105 (1.1%)

Expenses

- Budgeted Amount - $460,858
- Actual Amount - $442,572
- Difference – Surplus of $18,286 (4.0%)

- The Social Security Fund performed as expected for the fiscal year.

Each year the Finance and Administrative Committee determines the direction for the upcoming property tax levy which is then forwarded to the Executive Committee with a budget for levy purposes before going to the Full Commission for approval. Staff requested the most current information from the clerk's office and received the following:

- Rate Setting EAV is estimated at $23,436,973,365 (final percentage is not determined)
- Preliminary new construction figures for the county are $288,425,018 (partial year)

Based on these estimates the District would be eligible for a Consumer Price Index (CPI) increase of 2.9%, or $445,832 in additional property tax revenue in FY 26-27 and between $153,973 and $197,105 in additional revenue from new construction.

The Illinois Downstate Forest Preserve Act (70ILCS 805/13.1) stipulates that each Forest Preserve District must approve their tax levy ordinance after the first Monday in October and by the first Monday in December in each year the board shall levy the general taxes for the district by general categories for the next fiscal year. Application of this statutory requirement to the 2025 Forest Preserve District commission meeting schedule, means The District must pass a budget for tax levy purposes at the Full Commission meeting on October 14th, then the tax levy ordinances and abatement ordinances must be filed at the following Full Commission meeting on November 11, 2025.

FINANCIAL IMPACT:
Determining firm figures is extremely difficult at this early stage. None of the numbers from the clerk's office are final. Based on estimates, and using the new construction figure shown above, the District would anticipate an increase of up to $642,937 in additional revenue if the board approves a levy for both CPI and New Construction.

RECOMMENDATION: *For discussion and direction.*