

Mayor
Kathy Huner

City Council
Shane Chamberlin
Sarah Heising
Steve Schneider
Harold Stickley
Scott Stiriz
Brandon Tijerina



230 Clinton Street • Wauseon, Ohio 43567

Director of Law
Thomas A. McWatters III

Director of Finance
Jamie L. Giguere

Director of Public Service
Keith C. Torbet

Police Chief
Kevin Chittenden

Fire Chief
Richard Sluder

February 3, 2023

Wauseon City Council
230 Clinton Street
Wauseon, Ohio 43567

RE: Council Meeting of February 6, 2023

Dear Council Members:

We are not aware of anyone wishing to address Council at the beginning of the meeting.

The Tree Commission will present a report.

There will be a first reading on Resolution 2023-2, which authorizes the Mayor to enter into an agreement with the Ohio Department of Transportation for funding for the installation of a hybrid beacon on North Shoop Avenue at the Wabash Cannonball Trail crossing. There will also be a first reading on Resolution 2023-3 (emergency), which authorizes the Mayor to enter into an agreement with Paylocity for human resource/payroll software.

There is no legislation for second or third reading.

In new business, a motion may be necessary to go into executive session for the purpose of discussing the compensation of a public employee or official.

These are the only issues I am aware of to come before Council. Should any member of Council have any questions or comments, you are strongly encouraged to contact the appropriate Department Head prior to the meeting.

Respectfully submitted,



Thomas A. McWatters III
City Law Director

TAM:knp
cc: Kathy Huner, Mayor
Korin Miller, Clerk of Council
Jamie Giguere, Finance Director
The Blade

Phone 419-335-9022 • Office Fax 419-335-3866

www.cityofwauseon.com

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Fire Chief
Phil Kessler

WAUSEON CITY COUNCIL AGENDA
February 6, 2023
5:00 pm

Order of Business

1. Call meeting to order
2. Pledge of Allegiance
3. Moment of Silence
4. Roll Call
 - a) Councilor Chamberlin
 - b) Councilor Heising
 - c) Councilor Schneider
 - d) Councilor Stickley
 - e) Council President Stiriz
 - f) Councilor Tijerina
5. Approval of prior meeting minutes:
 - Council Meeting: January 16, 2023
 - Committee of the Whole: February 2, 2023
 - Motion to approve the prior meeting minutes moved by _____ and seconded by _____.

All in favor:
6. Names of Individuals Wishing to Address Council and Topic
7. Department Head Reports
 - a) Phil Kessler, Fire Chief
 - b) Kevin Chittenden, Police Chief
 - c) Keith Torbet, Director of Public Service
 - d) Jamie Giguere, Director of Finance
 - e) Thomas McWatters III, Law Director
8. Committee Report
 - a) Tree Commission: January 30, 2023
9. First Reading of Legislation or Emergency
 - a) Resolution 2023-2: A Resolution Authorizing The Mayor To Enter Into An Lpa Federal Local-let Project Agreement For Installaiton Of A Pedestrian Hybrid Beacon At The Wabash Cannonball Trail Crossing On North Shoop Avenue
 - Motion to place Resolution 2023-2 on first reading moved by _____ and seconded by _____

 - Vote: __ Yeas __ Nays

- b) Resolution 2023-3: A Resolution Authorizing The Mayor To Enter Into An Agreement With Paylocity For Human Resource And Payroll Services; And Declaring An Emergency
 - Motion to place Resolution 2023-3 on emergency reading moved by _____ and seconded by _____
 - Vote: __ Yeas __ Nays
 - Motion to place Resolution 2023-3 on final reading and the final reading be passed moved by _____ and seconded by _____
 - Vote: __ Yeas __ Nays

10. Second Reading of Legislation or Emergency

11. Third Reading of Legislation or Emergency

12. New Business

13. Old Business

14. Approval of the Bills

- a) Motion to approve and pay the bills as presented moved by _____ and seconded by _____
 - Vote: __ Yeas __ Nays

15. Executive Session

- a) Motion to Enter into Executive Session for the purpose of considering the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official moved by _____ and seconded by _____
 - Vote: __ Yeas __ Nays

16. Adjournment

- a) Motion to adjourn moved by _____ and seconded by _____.
All in favor:

Korin Miller
Clerk of Council

Council reserves the right to adjourn into Executive Session at any time it deems appropriate. The distribution of this Agenda does not obligate Council to take action on the items set forth herein, nor does it limit Council from taking action on other items not on the Agenda. The items listed on the Agenda are subject to change. If additional items are added, Council will use its best effort to notify all interested parties of changes prior to the meeting.

**WAUSEON CITY COUNCIL
COUNCIL MEETING
Monday, January 16, 2023**

Mayor Huner called this meeting of the Wauseon City Council to order at 5:00 p.m. in the Council Chambers. She led the Pledge of Allegiance which was followed by a moment of silence.

ROLL CALL

Roll was taken by the Clerk of Council. Present were Council President Stiriz, and Councilors, Heising, Schneider, Tijerina, Chamberlin and Stickley to constitute a quorum for the transaction of city business.

MINUTES

Mayor Huner asked for a motion to approve the prior meeting minutes. Councilor Stickley moved and seconded by Councilor Heising to approve the minutes as printed.

All in favor: Motion Passed Unanimously

DEPARTMENT REPORTS

Director of Finance, Jamie Giguere gave a report. She updated them on the revenue estimate differences. She explained the estimates are correct with the county, but not in the software system. She wanted to make sure council was aware of the small difference that would show.

Law Director, Tom McWatters explained the legislation under first reading to council.

COMMITTEE REPORTS

Prior to the Council Meeting there was a Personnel Committee Meeting at 4:30 p.m. regarding a new Payroll Vendor. The Chairmen of the committee Councilor Chamberlin explained that the committee would bring up the topic of the meeting to discuss with the entire council, under New Business.

FIRST READING OF LEGISLATION OR EMERGENCY

Resolution 2023-1: A Resolution Authorizing The Mayor To Enter Into An Agreement For Technical Assistance for The Revolving Loan Fund With Maumee Valley Planning Organization: And Declaring An Emergency

Motion to place Resolution 2023-1 on emergency reading moved by Councilor Stickley and Seconded by Councilor Schneider.

Vote: 6 Yeas 0 Nays Motion Carries

Motion to place Resolution 2023-1 on final reading and the final reading be passed moved by Councilor Stickley and seconded by Councilor Tijerina.

Vote: 6 Yeas 0 Nays Motion Carries

THIRD READING OF LEGISLATION OR EMERGENCY

Resolution 2022-40: A Resolution Authorizing The Mayor To Renew An Agreement With Schoenhardt & Associates For Accounting Services Needed To Handle The "gaap" Accounting

Motion to place Resolution 2022-40 on third reading moved by Councilor Tijerina and seconded by Councilor Heising.

Vote: 6 Yeas 0 Nays Motion Carries

NEW BUSINESS

Motion to accept the Mayor's appointments to the various boards and commissions moved by Councilor Stickley and seconded by Councilor Tijerina.

Vote: 6 Yeas 0 Nays Motion Carries

Civil Service Commission

Todd Myers 1/1/2023-12/31/28

Park Board

Brook Conrad 1/1/2023-12/31/2023

Planning Commission

Sue Wines 1/1/2023-12/31/2023

Steve Brown 1/1/2023-12/31/2028

Tree Commission

John Alexander 1/1/2023-12/31/2025

Rick Frey 1/1/2023-12/31/2025

Charter Revision Commission

Steve Schneider 1/1/2023-12/31/2023

Sarah Heising 1/1/2022-12/31/2023

Mike Murry 1/1/2023-6/30/2023

Zoning Board of Appeals

Russ Pauley 1/1/2023-12/31/2027

Randy Zeigler 1/1/2023-12/31/2027

Maumee Valley Planning

Keith Torbet 1/1/2023-12/31/2023

Pride and Preservation

JD Schnitkey 1/1/2023-12/32/2025

Councilor Chamberlin, Chairman of the Personnel Committee brought up the topic of a new Payroll Vender. He expressed that the committee had decided to address the topic with all of council. The council discussed the current payroll vender they use CMI and the new payroll vender options, ADP, Paylocity, and Paycore. They went over the pros and cons of each company. Councilor Heising shared her personal experience with Paylocity. She expressed that it is user friendly, but there are some obstacles at times. Mayor Huner reminded council that Chief Chittenden and Chief Kessler have both expressed interest in Paylocity. Council discussed that Paylocity would help with onboarding and training. Councilor Chamberlin opened the floor to the council members to make a recommendation.

Motion to recommend Paylocity as the new payroll vender moved by Councilor Heising and seconded by Councilor Stickley.

Vote: 5 Yeas 1 Nays Motion Carries

ADJOURNMENT

There being no further business, Councilor Tijerina moved and seconded by Councilor Stickley to adjourn this meeting at 5:40 p.m.

All in favor: *Motion Passed Unanimously*

Korin Miller, Clerk of Council

Scott Stiriz, President of Council

**WAUSEON CITY COUNCIL
COMMITTEE OF THE WHOLE
THURSDAY, February 2, 2023**

Council President Stiriz called this meeting to order at 7:30 a.m. in Council Chambers. Present were Councilors, Stickley, Schneider, Tijerina, and Chamberlin. Also present was, Chief Chittenden, Mayor Huner, Tom McWatters, and Jamie Giguere. Councilor Heising had an excused absence.

Mayor Huner was present to discuss the topic of city council and mayor wages. She provided a handout done by Administrative Assistant Brooke Baumgartner. The handout provided information on local wages for surrounding areas. Tom McWatters explained to council the different approaches they could take on the discussion and decision on the topic. He also explained that the previously used process of deciding the wages is ethically outdated and the Charter will need to be updated. Council will go into executive session to discuss the matter more thoroughly at the next council meeting.

Chief Chittenden gave a report for his department. He explained that they completed the dispatch test and ended up with 5 candidates that passed. They will be continuing the hiring process. They will be performing a Sergeant test on February 18th. He explained that they had 3 applicants for that position.

Keith Torbet gave a report for his department. He explained the LPA Agreement that council will see under first reading, Resolution 2023-2 which authorizes the Mayor to enter into an agreement with the Ohio Department of Transportation for funding for the installation of a hybrid beacon on North Shoop Avenue at the Wabash Cannonball Trail crossing. He is working on changing all meters to radio, this project is almost complete. Keith Torbet said he met with Rotary the previous Monday. They are looking to raise money to update the parks around Wauseon. Keith Torbet's recommendation to Rotary was to start with North Park. Rotary has an ambitious goal of \$150,000 a year to go towards the parks. Keith Torbet said sewer work will be taking place on Jefferson and Fulton Street between Ottokee and Walnut Street. Councilor Schneider asked Keith Torbet if there was someone who could approach the owners of the alley behind the library to see if they would be interested in giving or selling the property to the city to maintain. Keith Torbet explained that that could possibly be problematic for the building owners if they ever wanted to do any future development or reconstruction.

Councilor Stickley asked if council would be receiving the Paylocity Contract to review before voting on it Monday. Tom McWatters said they do have the contract and it can be included in the Council Packet.

Council President Stiriz then read over the expected agenda for the next council meeting.

There will be two pieces of legislation under first reading.

Resolution 2023-2: A Resolution Authorizing The Mayor To Enter Into An LPA Federal Local-let Project Agreement For Installation Of A Pedestrian Hybrid Beacon At The Wabash Cannonball Trail Crossing On North Shoop Avenue

Resolution 2023-3: A Resolution Authorizing The Mayor To Enter Into An Agreement With Paylocity For Human Resource And Payroll Services; And Declaring An Emergency

There will be no legislation under second or third reading.

New Business

Council will Enter into Executive Session for the purpose of considering the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official.

There being no further business, this meeting adjourned at 8:20 a.m.

Korin Miller, Clerk of Council

Scott Stiriz, Council President



**TREE COMMISSION
COUNCIL CHAMBERS
Monday January 30, 2023
8:00 AM**

Present: Scott Stiriz, Kurt Stuckey, Tom Collins, Laura Kamp, Rick Frey, John Alexander, and Dan Nelson

Staff: Korin Miller

John Alexander gave a report of trees that are being removed. He said that he is about halfway through his tree removal list. He explained that he had a few residents contact him for questions about what tree exactly is getting removed in their boulevard. He said all residents were understanding.

The Tree Commission Committee discussed the Annual Tree City USA event that Wauseon will be hosting on May 10th. Laura Kamp informed the committee that D&J catering has been confirmed and they will be providing a Taco Bar for attendees at lunch. The committee had some questions on what exactly D&J can provide. Laura Kamp will be in contact with them to see if they will cover drinks and tablecloths. She is also working with a local coffee shop, Special Grounds Coffee for breakfast catering. Scott Stiriz will be bringing buckeye treats to the event by donation. He also is providing 3 pieces of locally painted artwork for door prizes. Kurt Stucky is working on center pieces for the event. Staff member, Brooke Baumgartner created an invitation/brochure for the event. The committee looked over the brochure and they will be finalizing finishing touches. Rick Frey will be gathering information about the guest speaker Nate Aundrea, it will be added to the back of the brochure. The committee also decided on a thirty-dollar ticket price, that will also be added to the brochure under the registration information. Stephanie Miller will be providing the addresses for the invitations and those will be mailed out by the end of February. The committee is working on contacting possible businesses that would like a vendor booth at the event. The committee discussed possible MC's for the event, they decided some of the Tree Commission members will take turns throughout the day. Laura Kamp is taking a leadership role in organizing and delegating task that need to be done. The committee will finalize an agenda for the event as the date approaches.

The Tree Commission will meet again on March 6, 2023 at 8:00 a.m. Stephanie Miller will also be present and will be doing her Tree Assessment after the meeting.

Respectfully submitted,
Korin Miller
Clerk of Council

	Yes	No
Emergency	_____	_____
First Reading	_____	_____
Second Reading	_____	_____
Third Reading	_____	_____

RESOLUTION 2023-2

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT FOR INSTALLATION OF A PEDESTRIAN HYBRID BEACON AT THE WABASH CANNONBALL TRAIL CROSSING ON NORTH SHOOP AVENUE

WHEREAS, the Wabash Cannonball Trail crossing at North Shoop Avenue presents a constant and continuing hazard to pedestrians accessing the Trail and who desire to cross North Shoop Avenue; and

WHEREAS, the City desires to install a hybrid beacon at the crossing to enhance the safety for pedestrians accessing the Trail and who desire to cross North Shoop Avenue; and

WHEREAS, pursuant to an LPA Federal Local-Let Project Agreement (“Agreement”), the Ohio Department of Transportation has agreed to contribute 90% of the funds necessary for installation of the beacon; and

WHEREAS, the City desires to enter into the Agreement to obtain the funding from ODOT for the installation of the beacon; and

WHEREAS, a copy of the Agreement is on file in the office of the Clerk of Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Wauseon, Fulton County, Ohio, as follows:

Section 1.

That the Mayor be, and hereby is, authorized to execute the Agreement, a copy of which is on file in the Office of the Clerk of Council.

Section 2.

That the Mayor is further authorized to execute any and all documents necessary therefore.

Passed:

Kathy Huner, Mayor

Scott Stiriz, President of Council

Attest: _____
Korin Miller
Clerk of Council

Approved as to Form:

Thomas A. McWatters III
City Law Director

	Yes	No
Emergency	_____	_____
First Reading	_____	_____
Second Reading	_____	_____
Third Reading	_____	_____
Suspension	_____	_____

RESOLUTION 2023-3

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PAYLOCITY FOR HUMAN RESOURCE AND PAYROLL SERVICES; AND DECLARING AN EMERGENCY

WHEREAS, it is necessary for the City to have computer software for purposes of conducting its human resource applications and payroll; and

WHEREAS, City council desires to enter into an agreement (“Agreement”) with Paylocity for human resource and payroll services; and

WHEREAS, a copy of the proposed Agreement with Paylocity is on file in the office of the Clerk of Council; and

WHEREAS, this Resolution should be declared an emergency measure necessary for the immediate preservation of the health, safety, and public welfare of the City because of the immediate need for a transition from the City’s current human resource and payroll software to Paylocity;

NOW THEREFORE, BE IT ORDAINED by the Council, City of Wauseon, Fulton County, Ohio as follows:

Section 1

That the Mayor is hereby authorized to execute the Agreement with Paylocity, a copy of which is on file in the office of the Clerk of Council.

Section 2

That the Mayor is authorized to execute any and all documents necessary to carry out the intent of this resolution.

Section 3.

That this Resolution be, and hereby is, declared to be an emergency measure, necessary for the immediate preservation of health, safety, and public welfare of the citizens of the City of Wauseon, and shall be in full force and effect from and immediately after its passage.

Passed:

Kathy Huner, Mayor

Scott Stiriz
President of Council

Attest: _____
Korin Miller
Clerk of Council

Approved as to Form:

Thomas A. McWatters III
Law Director

Paylocity Corporation Subscription Term Agreement

CITY OF WAUSEON, ("CLIENT") is as of the _____ day of _____, _____ ("Effective Date") requesting Paylocity Corporation ("Paylocity") provide CLIENT with payroll and related services and Paylocity is agreeing to provide such services all as set forth in this agreement ("Agreement"). This Agreement encompasses the following General Terms and Conditions as well as the specific Terms and Conditions for any software or services ("Services") utilized by CLIENT, whether included in the initial Quote (as defined below) or subsequent Letter of Intent, and all of which are to be governed by the terms and conditions of this Agreement.

TERMS AND CONDITIONS

FEES, TERM AND PAYMENTS

1. The term of this Agreement shall commence upon the Effective Date and end two (2) years following the CLIENT'S first payroll (the "Initial Term"). The fees included in the Paylocity Quote for Service ("Quote") will be effective during the Initial Term. After the Initial Term, fees are subject to change upon notice to CLIENT for general price increases. CLIENT agrees to allow Paylocity to debit from its account(s) on due date any and all fees due to Paylocity under this Agreement and in the same manner that payroll and tax funds are collected. CLIENT has 180 days from invoice date to dispute invoice amounts.
2. After the end of the Initial Term, this Agreement will renew automatically for successive additional one (1) year periods ("Renewal Term") unless either party gives written notice of their intent to terminate within ninety (90) days before the end of the Initial Term or current Renewal Term then in effect.
3. Services commence immediately following the CLIENT'S first payroll processing. CLIENT will be invoiced for Services monthly (each such month a "Subscription Term") based on active headcount of the Subscription Term. Implementation fees are due by Client upon the Effective Date of this Agreement. One-time/implementation fees are non-refundable.
4. CLIENT acknowledges that fees for Services are due and payable in full each Subscription Term regardless of whether CLIENT accessed and/or used Services during such Subscription Term, and there are certain elements of the Service as determined by Paylocity from time to time that are billed based on actual activity (for example Delivery).

CONFIDENTIALITY AND PROTECTION OF CLIENT DATA

1. Paylocity agrees to keep confidential any confidential information provided by the CLIENT to the same degree it would with respect to its own confidential information. Paylocity will use CLIENT data for delivering Services under this Agreement, operating our business and meeting any legal requirements.
2. Paylocity will maintain adequate security over CLIENT information to the extent uploaded by CLIENT to its Service account and maintained by Paylocity on CLIENT'S behalf in connection with Paylocity's provision of the Services by using commercially reasonable safeguards over the hardware, software, personnel and processes used to support the delivery of payroll and related services to the CLIENT and in compliance with federal, state and local laws governing employee and payee data including California SB1386 and Massachusetts 201 CMR 17.00.
3. CLIENT will maintain adequate security over the hardware, personnel and processes used to access Paylocity's software and services, including usernames and passwords used to access Paylocity's software.
4. Service delivery by Paylocity involves transmissions of data and information over the Internet at a website hosted by or on behalf of Paylocity. Accordingly, CLIENT acknowledges that neither the security of transmissions over the Internet nor of the CLIENT'S hardware used to access the Internet can be guaranteed by Paylocity. Paylocity will use encryption and other industry safeguards to protect such information when being transmitted over the Internet.
5. Paylocity will maintain commercially reasonable storage facilities and procedures (periodic back-up and on-and off-site storage) to protect against the alteration and loss of CLIENT'S data.
6. Without limiting the confidentiality, data protection and intellectual property rights terms set forth in this Agreement, Paylocity has a perpetual right to use aggregated, anonymized, and statistical data ("Aggregated Data") derived from the operation of the Services and Software provided to CLIENT, and nothing herein shall be construed as prohibiting Paylocity from utilizing the Aggregated Data in the provision of its Services or for operating purposes.

RESPONSIBILITIES

1. Paylocity will use due care in processing CLIENT'S work and shall be responsible for correcting errors which are caused by Paylocity equipment, processors, or employees in the course of their work.
2. Paylocity shall be responsible for the payment of any penalties and/or interest due resulting from errors or omissions committed by Paylocity while filing taxes on said CLIENT'S behalf.
3. Paylocity will provide customer support from 6AM to 7:30PM CST daily, excluding weekends and Federal holidays.
4. Paylocity will make available to CLIENT all improvements, enhancements and modifications to its services, methods, and software as they are made generally available by Paylocity to its other clients.
5. CLIENT is solely responsible for the content and accuracy of all data input and then subsequently processed by Paylocity. CLIENT will submit to Paylocity its payroll and other data in a form, at a time and by the method specified by Paylocity. It is the CLIENT'S responsibility to review the processed payroll and other information and to promptly identify any errors. If the data submitted to Paylocity is incorrect, incomplete, or not in proper form, then CLIENT agrees to pay Paylocity's additional charges then in effect for the corrections to said data.
6. PAYLOCITY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO ACTUAL DIRECT DAMAGES INCURRED BUT UNDER NO CIRCUMSTANCES, OTHER THAN DEFINED IN PART 2 OF THIS SECTION OR FOR CRIMINAL OR

FRAUDULENT ACTS BY PAYLOCITY OR ANY OF ITS EMPLOYEES, EXCEED THE CHARGE FOR SUCH SERVICE DURING THE LAST TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. FURTHER, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (a) CLIENT AGREES THAT PAYLOCITY IS NOT RENDERING LEGAL, TAX, ACCOUNTING, OR INVESTMENT ADVICE AND IS NOT RESPONSIBLE FOR CLIENT'S COMPLIANCE WITH FEDERAL, STATE, OR LOCAL STATUTES, REGULATIONS, OR ORDINANCES, INCLUDING, BUT NOT LIMITED TO, THE FAIR LABOR STANDARDS ACT OR ANY WAGE AND HOUR LAWS, AND (b) CLIENT IS SOLELY RESPONSIBLE FOR ANY LIABILITY TO EMPLOYEES FOR FAILURE TO COMPLY WITH FEDERAL, STATE OR LOCAL LAWS. PAYLOCITY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) EVEN IF PAYLOCITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nothing in this Agreement creates or will be understood to create third-party beneficiaries. CLIENT understands and agrees that Paylocity has no obligations to third parties, including CLIENT'S employees and any third-party agencies.

7. Except as specifically stated in the Agreement, the Services are provided "AS IS" and there are no warranties, expressed or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

8. Subject to Section 6 above, Paylocity and CLIENT agree to abide by all applicable state, local and federal laws in connection with the Services. CLIENT agrees not to post to any application material that would be considered libelous, unlawful, inappropriate, offensive or disrespectful to others. CLIENT agrees that they are responsible for material posted by CLIENT'S employees.

9. CLIENT will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, or programming methods from the applications.

10. The provision of Services to CLIENT may require use of or integration with third party software and/or services. To the extent CLIENT requires utilization of any third-party software or services, CLIENT agrees to hold harmless and release Paylocity from any liability from CLIENT'S use or Paylocity's integration with third parties. CLIENT authorizes Paylocity to share any CLIENT data, including CLIENT'S confidential information, as may be required by third parties for the provision of Services. Paylocity is also not liable for any disclosure of CLIENT Confidential Information by any such third party, whether intentional or not.

11. The individual signing this Agreement on behalf of CLIENT represents and acknowledges that he or she has the authority to execute this Agreement on behalf of CLIENT and bind CLIENT to this Agreement. CLIENT warrants that it possesses full power and authority to enter into this Agreement and has read and agrees to the terms and conditions set forth in this Agreement. Paylocity will be bound by the terms and conditions set forth herein.

FUNDING

1. In regard to electronic funds transfers, CLIENT shall comply with and be subject to the Operating Rules of the National Automating Clearing House (NACHA) governing these methods of payment, as such rules shall, from time to time, be in effect among banks that participate in NACHA. CLIENT also acknowledges that, in order to put into effect, the Services which include ACH transactions, CLIENT will be designated as the Originator of the ACH transactions and will be bound by the rules for ACH Originators as adopted from time to time by the NACHA. CLIENT agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States.

2. For payrolls processed with total liabilities of less than \$1 million, Paylocity will debit CLIENT'S bank account for all ACH transactions one banking day prior to check date and, as a result, requires all amounts to be available for withdrawal from CLIENT'S account at that time. In the event the total amount of funds is not available one banking day prior to check date, a \$100.00 USD fee is to be charged to CLIENT. CLIENT will then have until 2:00 p.m. Central Time on the date of notification to wire transfer these funds to Paylocity's bank account.

3. Notwithstanding the foregoing, Paylocity will require a wire transfer of funds one banking day prior to check date for payrolls processed: a) with total liabilities of more than \$1 million b) where CLIENT is not receiving tax services from Paylocity or c) where CLIENT does not meet or no longer meets Paylocity's credit standards.

4. Notwithstanding the foregoing, if CLIENT processes payroll whereby a majority of its workforce are set up as Form 1099 contractors, CLIENT will be required to prefund all payroll liabilities by wire transfer of funds one banking day prior to check date.

5. Paylocity reserves the right to hold funds resulting from a void (reversal) for 6 banking days to mitigate risk of returned ACH transactions for payroll liabilities or employee reversals.

6. CLIENT'S designated bank account(s) will have sufficient funds to pay CLIENT'S third-party obligations (i.e., employee payroll payments, taxes, agency or other obligations) within the deadlines established by Paylocity in order to satisfy CLIENT'S third-party obligations in their entirety. If CLIENT fails to have sufficient funds to pay such third-party obligations including, without limitation, fees, then CLIENT agrees to pay Paylocity for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. In the event CLIENT fails to adhere to its funding requirements under this Agreement, Paylocity may terminate this Agreement and withhold any work in progress as per the terms under Termination of Services and Buy-Out Fee. This is in addition to any other rights Paylocity may have under this Agreement or under law. To secure the CLIENT'S payment of all charges due under this Agreement, CLIENT grants Paylocity the right to set off with any funds retained by Paylocity for purposes of remitting payments or making payments to CLIENT employees, taxing authorities or other third-party agencies. Paylocity also reserves the right to reverse employee transactions and/or tax payments for which funds have not been received from CLIENT.

OWNERSHIP

Paylocity owns or licenses all rights, title and interest in and to its processes, methods, applications and contents, including the software and documentation, Paylocity's trademarks, and all intellectual property rights in the foregoing (excluding portions of the Service provided by third parties). Software and services are made available only for CLIENT'S internal business purposes and are not transferable; furthermore, any right of use ceases when Paylocity no longer performs its Services for CLIENT.

TERMINATION OF SERVICES AND BUY-OUT FEE

1. Either Paylocity or CLIENT may suspend performance and/or terminate this Agreement immediately upon written notice at any time if:
a) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within sixty (60) days, unless such breach is due to CLIENT'S failure to pay undisputed fees due hereunder then time to cure such breach shall be five (5) business days, after written notice thereof, or b) the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events).
2. In addition to the rights under item 1 above, Paylocity may also suspend performance and/or terminate this Agreement immediately if CLIENT a) is unable to complete the implementation services and commence Services, b) wrongfully uses or accesses Paylocity's products, systems or services in the performance of its obligations under this Agreement c) fails to remit timely payroll or tax funds as required by this Agreement and in any event when more than twenty-four (24) hours have elapsed from notice given by Paylocity d) breaches any rules promulgated by NACHA as it relates to Paylocity conducting electronic payment transactions on behalf of Client, e) has a bank which notifies Paylocity that is no longer willing to originate debits from Client's account(s) or credits on Client's behalf for any reason, f) has an account whereby authorization to debit Client's account is terminated or Paylocity reasonably believes that there is or has been fraudulent activity on the account, or g) has any material adverse change in its financial condition that Paylocity becomes aware of in the performance of the Services.
3. If CLIENT terminates this Agreement in whole or in part prior to the end of the Initial Term or the then current Renewal Term or Paylocity terminates the Agreement under items 1 or 2 above, (a) CLIENT shall be required to pay a fee in order to buy out this Agreement ("Buy-Out Fee"). The Buy-Out Fee shall be equal to one-half of the following amount: the number of months remaining in the then current term multiplied by the monthly average amount billed to CLIENT over the immediately preceding twelve (12) months (or if less than twelve (12) months has elapsed, the monthly average amount billed to CLIENT over the months the Agreement was in effect prior to the termination date), and (b) Paylocity may allocate any other funds remitted or otherwise made available to it by CLIENT as Paylocity (in its sole discretion) may determine appropriate to include reimbursement for payments made by Paylocity hereunder on CLIENT'S behalf to a third party. Upon termination, CLIENT will immediately a) become solely responsible for all of its third-party payment obligations covered by such Paylocity products or Services then or thereafter due (including, for Tax Filing Services, all related penalties and interest), b) reimburse Paylocity for all payments made hereunder on CLIENT'S behalf to any third party, and c) pay any and all fees and charges incurred relating to Paylocity products or Services rendered prior to the termination date. CLIENT agrees that Paylocity shall be entitled to collect any fees and charges incurred by CLIENT prior to the termination date via ACH direct debit including the Buy-Out Fee.
4. For up to one year following termination of this Agreement, CLIENT data can be accessed for an annual fee of \$5 per active employee, with a minimum charge of \$1,000 payable prior to the date access is provided to CLIENT.

GENERAL TERMS

1. This Agreement shall be construed according to the laws of the State of Illinois and constitutes the entire Agreement between the parties relating to the Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise expressly permitted. No oral or other representations, warranties or agreements have been made in writing and signed by both parties. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.
2. This Agreement may not be assigned by CLIENT to any third parties, other than successors, without the written consent of Paylocity.
3. Paylocity and CLIENT will not be responsible for failure to provide Services or correct any condition beyond its reasonable control, including but not limited to any acts or omissions by any third party.
4. CLIENT understands that this Agreement may be considered as an application for credit and hereby authorizes Paylocity to review credit of CLIENT including reports from credit bureaus, references, bank account status and other available financial information.
5. If CLIENT adds a Service following execution of this Agreement, CLIENT agrees to be bound by these Terms and Conditions as well as the separate Terms and Conditions of that Service.
6. No action arising under or in connection with this Agreement may be brought by CLIENT or Paylocity more than two (2) years after either party becomes or should reasonably have become aware of the occurrence of events giving rise to the cause of action.
7. CLIENT is responsible for the payment of all taxes including those assessed for prior periods relating to the provision of Paylocity's products and services where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by taxing authorities.
8. CLIENT agrees that any and all documents, data and other information provided to it by Paylocity that is either identified as confidential or a reasonable person should understand to be confidential based on the nature of the information and materials and other relevant factors shall be treated as confidential information of Paylocity and not used by CLIENT or shared with any third parties except as specifically permitted herein.

TERMS APPLICABLE FOR CERTAIN SOFTWARE OR SERVICES

The following terms apply to certain types of Services if selected by CLIENT as part of the Quote or Letters of Intent for Services added at any time subsequent to CLIENT'S first payroll.

For payroll related services, as applicable: CLIENT authorizes Paylocity to pay employees designated by CLIENT via Direct Deposit electronic funds transfer, amounts due and payable to them by CLIENT. CLIENT must retain and provide upon request copies of each employee authorization form for two (2) years after they expire. CLIENT authorizes Paylocity to pay employees designated by CLIENT via bank check drawn on a bank account maintained by Paylocity solely for this purpose. Uncashed bank checks outstanding for more than six months will be voided and the cash will be returned to the CLIENT. With regard to any transmittal of funds on behalf of CLIENT in connection with payroll related services, Paylocity acts as agent for CLIENT in accepting and processing funds. Pursuant to this Agreement, Paylocity provides such payroll related services to and acts on behalf of CLIENT only; Paylocity shall not provide any services directly to CLIENT'S employees.

CLIENT acknowledges that they are responsible for unclaimed property filings and any other escheatment duties within the respective state(s) or jurisdiction(s) CLIENT conducts business. CLIENT understands and agrees that (a) many banks, including without limitation, the banks that Paylocity uses to provide payroll services hereunder, assess fees to cash employee paychecks, (b) certain state and local laws require employers to either cover any such fees or ensure that employees can cash checks without being assessed a fee, and (c) CLIENT, as employer, remains solely and exclusively liable for ensuring that where required by law, its employees can cash paychecks without incurring a fee and that Paylocity specifically and expressly disclaims such responsibility. CLIENT authorizes Paylocity to perform payroll tax services that include the responsibility for tax deposits and timely filings of Federal, State and Local employment tax returns. Paylocity will serve as a "limited agent" for CLIENT in respect to tax filing, only for purposes of any required agency for deposits and filings with the Internal Revenue Service and/or any state reporting agency. Except as expressly provided in this Agreement, Paylocity is not otherwise an agent of CLIENT, nor is Paylocity in partnership or otherwise affiliated with CLIENT'S business. CLIENT also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels and banks. CLIENT agrees to execute a "Reporting Agent Authorization" and "FEIN and State Info" in conjunction with using this service and agrees to provide timely information to Paylocity regarding changes in deposit frequencies and state unemployment rates in order for Paylocity to assume liability for any penalties and/or interest.

For time and labor related services as applicable: CLIENT will be billed for the first month in full. To the extent that CLIENT has procured timekeeping equipment during the course of the relationship with Paylocity, CLIENT agrees to return all equipment to Paylocity promptly upon termination of services or Agreement. Any damaged, unreturned or unusable equipment will be the responsibility of the CLIENT. If CLIENT uses any of Paylocity's time and labor related services that include Biometric Data, then CLIENT (i) shall be fully and solely responsible for complying with all applicable laws governing the collection, storage, use, and/or transmission of Biometric Data that CLIENT conducts or facilitates, including but not limited to, developing and complying with CLIENT'S own Biometric Data retention and destruction policies and obtaining written consents from CLIENT'S employees as may be required under applicable laws; (ii) shall be fully and solely responsible for providing a copy of Paylocity's Biometric Information Privacy Policy (which Paylocity shall provide to CLIENT) to CLIENT'S employees for whom Paylocity possesses any Biometric Data related to CLIENT'S use of Paylocity's time and labor related services; and (iii) shall be fully and solely responsible for obtaining written consents (which Paylocity shall provide in a form to CLIENT) from CLIENT'S employees for whom Paylocity may possess any Biometric Data related to CLIENT'S use of Paylocity's time and labor related services. Such consents shall be obtained prior to the collection of any Biometric data and must explicitly be for the benefit of the CLIENT, Paylocity and/or Paylocity's authorized licensors or vendors. CLIENT shall also be fully and solely responsible for complying with all applicable privacy laws and obtaining any required consents in connection with any Personal Information, including without limitation information about COVID symptoms and exposure, that is collected, stored, used or transmitted in the course of CLIENT using any of Paylocity's time and labor related services. "Personal Information" includes any information that relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an individual. CLIENT shall indemnify, defend and hold harmless Paylocity and its officers, directors, employees, affiliates, agents, and contractors, from and against any third-party claims, demands, suits, judgments, costs, expenses, losses and liabilities, including, without limitation, reasonable attorneys' fees (collectively, "Claims"), to the extent any Claims arise out of or relate to CLIENT'S noncompliance, or Paylocity's noncompliance to the extent Paylocity's noncompliance arises out of an act or omission by the CLIENT, with any laws related to Biometric Data or Personal Information for any services related to this Agreement. Paylocity reserves the right to select its own legal counsel for any such Claims.

"Biometric Data" includes "biometric identifiers" and "biometric information" as defined in the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, et seq. "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. "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. "Biometric Data" also includes any similar state or local law definitions related to any biological characteristics of a person, or information based upon such a characteristic.

Paylocity shall not (x) sell, lease or trade any Biometric Data that it receives from CLIENT, (y) retain, use, or disclose any Biometric Data that it receives from CLIENT for any purpose other than for the specific purpose of performing the services specified in this Agreement, or (z) retain, use, or disclose any Biometric Data that Paylocity receives from CLIENT outside of the direct business relationship between Paylocity and CLIENT.

For Affordable Care Act compliance services as applicable: CLIENT authorizes Paylocity to file forms 1095c and 1094c based on data entered by CLIENT including employee classifications, status and any other relevant data. Paylocity will serve as a "limited agent" for CLIENT in respect to information return filing with the Internal Revenue Service. Except as expressly provided in this Agreement, Paylocity is not otherwise an agent of CLIENT, nor is Paylocity in partnership or otherwise affiliated with CLIENT'S business. CLIENT also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels. CLIENT agrees to execute a "Reporting Agent Authorization" in conjunction with using this service, the same Form 8655 used for Tax Filing clients is sufficient for ACA Reporting. CLIENT agrees to provide timely information to Paylocity regarding any changes in legal name or FEIN.

For ASO/HR Edge services as applicable: These services are designed to provide general information to employers regarding human resources situations commonly encountered. These services include verbal and written information and guidance on a wide variety of human resources related topics, however Paylocity's services exclude legal representation, legal advice, tax advice, international issues, insurance carrier and insurance policy matters, including but not limited to carrier claims resolution, claims audits, open enrollment materials, benefit summaries, pricing negotiation and specific plan information pertaining to an insurance policy, paperwork (completing and processing forms) and administration (hiring, recruiting, interviews, terminations, disciplinary actions, drafting or writing of custom documents (handbooks, offer letters, separation agreements, compensation plans, provided we will provide templates and samples (if available), and answer questions and offer advice on what should be included in these documents, and interpretation of legal or regulatory rules. We will make every attempt to provide information, including links to the statute or law, links to governmental regulatory agencies, and any other information we may have available about the topic, but we will not interpret legal rules or give advice on the law.

For employment and income verification services as applicable: As part of its services and at no additional cost to CLIENT and CLIENT's employees, Paylocity, through its Vendor will provide a Fair Credit Reporting Act employment and income verification service for CLIENT's employees who have authorized a third-party verifier to obtain employment and income verification from the employee's employer ("Verification Service"). CLIENT may opt out of the Verification Service by having a Company Administrator (i.e., a contact made known to Paylocity as representative authorized to make policy changes on behalf of CLIENT) contact Paylocity at: employmentverification@paylocity.com and indicating the EIN(s) that CLIENT wishes to opt-out of the Verification Service. Unless CLIENT has opted out of the Verification Service, CLIENT authorizes Paylocity to transmit to Vendor employment and income verification information sufficient for Vendor to identify the employees who are eligible to receive the Verification Service. 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. If an employee disputes the accuracy of the data provided, CLIENT agrees to provide reasonable assistance to Paylocity to resolve the dispute. CLIENT acknowledges that Vendor is solely liable for the services it provides, and that Paylocity is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any CLIENT information on Vendor's systems and/or servers. CLIENT agrees and acknowledges that, by offering the Verification Service, Paylocity is not intending to provide, and its actions should not be construed as providing, legal or financial advice and that Paylocity is not acting in a fiduciary capacity on behalf of CLIENT and/or CLIENT's employees. Nothing in this provision creates any rights under this Agreement to any employee. There are no person(s) intended as third party beneficiaries of this Agreement; and no person or entity (other than CLIENT or Paylocity) will have any right to enforce any part of this Agreement.

Client Name City of Wauseon

Authorized Officer's Name _____ Title _____
Print

Authorized Officer's Signature _____