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SHERIDAN HR LLC

HUMAN RESOURCES SERVICES AGREEMENT

Legal Company Name: Town of Aurora

Type of Entity (check one): ☐ Corporation/PC LLC/ LLP/ PLLC ☐ Partnership ☐ Other_____

Address: 575 Oakwood Avenue

City: East Aurora State: NY ZIP: 14052

Phone: 716-652-7590

Contact: Charles Snyder Title: Supervisor

Email: csnyder@townofaurorany.gov

Total Number of Employees: varies

Union Representation: X Yes No If yes, give details:_____

Type of Business: Town Municipality Fed ID:

Agreement:

1. **Terms of Agreement.** This Sheridan HR LLC Human Resources Services Agreement, as the same may be amended from time to time, ("Agreement") is entered into between Sheridan HR LLC ("SHERIDAN HR LLC") and the Company identified above ("CLIENT"). The Agreement shall continue until terminated in accordance with its provisions. SHERIDAN HR LLC agrees to provide, and CLIENT agrees to accept, the "Services" (as that term is defined below).

2. **Service Effective Date.** SHERIDAN HR LLC will commence performance of the Services on **October 26, 2026** (the "Effective Date"). SHERIDAN HR LLC assumes no responsibility for performance of any Services to CLIENT prior to the Effective Date.

3. **Services to be Performed.** SHERIDAN HR LLC will provide Human Resources Services as set forth in Schedule A to this Agreement (the "Services"). SHERIDAN HR LLC's advice and/or our services are not intended to be, nor should they be interpreted as legal advice, legal recommendations and/or legal opinions under any circumstance. CLIENT agrees that SHERIDAN HR LLC is not rendering legal, tax, accounting, insurance, or investment advice in connection with the Services, nor shall SHERIDAN HR LLC be deemed a fiduciary of CLIENT or the employer or joint employer of CLIENT's employees. CLIENT shall comply with any and all applicable federal, state, and local laws or ordinances.

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4. **Method of Performing Services.** SHERIDAN HR LLC shall have the right to determine the method, details, and means of performing the Services to be performed for CLIENT. CLIENT shall, however, be entitled to exercise general power of supervision and control over the results of work performed by SHERIDAN HR LLC to assure satisfactory performance, including the right to stop work, the right to make suggestions or recommendations as to the details of the work, and the right to propose modifications to the work.

5. **Client Contacts; Place of Work.** CLIENT shall designate contacts that shall provide SHERIDAN HR LLC with all information necessary for SHERIDAN HR LLC to perform the Services (collectively "Client Information"). SHERIDAN HR LLC will perform Services for CLIENT at SHERIDAN HR LLC's premises and/or at CLIENT's premises.

6. **Client Information.** CLIENT shall execute and/or provide all documentation that SHERIDAN HR LLC requires to perform its responsibilities under the Agreement, including, where necessary, taking all corporate action.

7. **Payment of Fees.** In consideration of the Services to be performed by SHERIDAN HR LLC hereunder, CLIENT will pay SHERIDAN HR LLC the then-applicable Fee, as the same is defined in Schedule B to this Agreement. Company shall pay such Fee in accordance with the method of payment set forth in Schedule B to this Agreement. SHERIDAN HR LLC reserves the right to suspend Services to any CLIENT who does not pay all outstanding Fees within thirty (30) days of the due date set forth in Schedule B. SHERIDAN HR LLC typically reviews its Fee on or around January 1st of each year. Any Fee adjustments may be made only upon mutual consent of both parties in writing.

8. **Expenses.** In addition to the foregoing and subject to the following sentence, CLIENT shall pay SHERIDAN HR LLC the actual out-of-pocket expenses of SHERIDAN HR LLC as reasonably incurred by SHERIDAN HR LLC in furtherance of its performance hereunder, and preapproved by client in writing, including messengers, overnight couriers, photocopying, postage, and out-of-town travel and lodging. Upon CLIENT'S request, SHERIDAN HR LLC agrees to provide CLIENT with access to such receipts, ledgers, and other records as may be reasonably appropriate for CLIENT or its accountants to verify the amount and nature of any such expenses. CLIENT shall reimburse SHERIDAN HR LLC's expenses within thirty (30) days after date of its receipt of an invoice therefor.

9. **Term; Termination.**

   a. The initial term of the Agreement shall commence on the Effective Date until January 1st 2027. At that time, this contract will expire until or unless parties agree in writing to a continuation of this agreement or enter into a new written agreement.

   b. For purposes of this Agreement, the "Initial Term" and the "Renewal Term" may each be referred to herein as a "Term".

   c. Notwithstanding the foregoing, SHERIDAN HR LLC reserves the right to immediately terminate the Agreement, or any portion thereof, if (i) CLIENT becomes subject to receivership, bankruptcy, or is insolvent; (ii) SHERIDAN HR

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LLC, in its sole discretion, determines that a material adverse change has occurred in the financial condition of the CLIENT; (iii) CLIENT fails to make payment in full for monthly services within thirty (30) days of payment due date; or (iv) SHERIDAN HR LLC determines, in its sole discretion, that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement shall not relieve CLIENT of any of its obligations set forth herein, including, but not limited to, its payment obligations.

10. **Disclaimer of Warranties.** SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, CONSISTENT WITH INDUSTRY STANDARDS. TO THE FULLEST EXTENT PERMITTED BY LAW, SHERIDAN HR LLC HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES SHALL BE PROVIDED ON AN AS-IS BASIS. SHERIDAN HR LLC DOES NOT WARRANT THAT THE RESULTS OBTAINED FROM THE SERVICES WILL MEET CLIENT'S EXPECTATIONS.

11. **Limit of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, SHERIDAN HR LLC SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES), ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY SHERIDAN HR LLC, EVEN IF SHERIDAN HR LLC HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, SHERIDAN HR LLC'S LIABILITY TO CLIENT FOR ANY DAMAGES RELATED TO OR ARISING OUT OF SHERIDAN HR LLC'S PROVISION OF THE SERVICES SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO SHERIDAN HR LLC FOR SUCH SERVICES DURING THE THEN-CURRENT TERM.

12. **Indemnification.** CLIENT shall defend, indemnify and hold harmless SHERIDAN HR LLC, its agents, officers, members, managers, employees, and representatives from and against any and all injuries, claims, suits, losses, damages, liabilities and expenses, including without limitation reasonable attorneys' fees and costs, for any and all injuries, damages or losses to SHERIDAN HR LLC arising out of, related to or otherwise attributed to (i) the Services provided by SHERIDAN HR LLC hereunder and/or CLIENT'S utilization thereof, or (ii) any action against SHERIDAN HR LLC by a third party as a result of SHERIDAN HR LLC's performance of Services for Client under this Agreement including, without limitation, any current or former employees of CLIENT.

13. **Non-Exclusivity.** During the term of this Agreement, SHERIDAN HR LLC may provide consulting services to one or more clients other than and/or in addition to CLIENT.

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14. **Confidentiality.** SHERIDAN HR LLC agrees not to disclose to any third party or use for his own benefit or the benefit of any third party, any confidential or proprietary information or materials of CLIENT. SHERIDAN HR LLC shall use commercially reasonable efforts to maintain the confidentiality and security of all information and materials entrusted to it by Client. SHERIDAN HR LLC shall not disclose to any third party any information regarding CLIENT without CLIENT'S express consent, except to the extent that such information is or becomes publicly known without any breach by SHERIDAN HR LLC, is independently learned by or conveyed to SHERIDAN HR LLC, or is necessary to comply with any applicable law or regulation or any legal proceedings in which such information is required to be disclosed.

15. **Non-Solicitation.** For the term of this Agreement and for the twelve (12) month-period immediately following the expiration or termination of this Agreement, CLIENT shall not directly or indirectly solicit, encourage, or induce, or attempt to solicit, encourage, or induce, any employee or independent contractor of SHERIDAN HR LLC to become an employee of CLIENT, to terminate his or her employment or independent contractor relationship with SHERIDAN HR LLC, or otherwise disrupt or interfere with SHERIDAN HR LLC's relationships with any of its employees or independent contractors.

16. **Independent Contractor.** The parties are and shall be independent contractors to one another, and, except as otherwise expressly set forth herein, nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CLIENT and either SHERIDAN HR LLC or any employee or agent of SHERIDAN HR LLC. Neither party shall have the authority to enter into agreements of any kind on behalf of the other party with respect to the subject matter of this Agreement or otherwise to bind or obligate such other party in any manner to any third party.

17. **Assignability.** CLIENT may not assign the Agreement to any third parties without the prior written consent of SHERIDAN HR LLC. Any assignment made without such consent shall be null and void and of no effect whatsoever.

18. **Counterparts.** This Agreement may be executed in counterparts and each counterpart, when executed, will have the validity of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any purpose.

19. **Entire Agreement.** The Agreement contains the entire understanding of the parties. CLIENT acknowledges that there have been no representations or warranties made by SHERIDAN HR LLC or CLIENT which are not set forth in the Agreement.

20. **Modification of Agreement.** This Agreement may be amended only by an agreement in writing signed by SHERIDAN HR LLC and CLIENT.

21. **Severability.** If any provision of the Agreement or any portion thereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement shall not in any way be affected or impaired.

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22. **Governing Law and Jurisdiction.** This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of New York, without giving effect to the conflicts of law principles thereof. Any suit, action or proceeding arising out of, or with respect to, this Agreement may be brought in the courts of Erie County, New York or in the United States District Court for the Western District of New York, and the parties hereto hereby accept the exclusive jurisdiction of those courts for the purpose of any suit, action or proceeding.

23. **Waiver.** The failure of either party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement will not be construed as a waiver or a relinquishment of any right granted under this Agreement or of the future performance of any such term, covenants or condition.

24. **Binding Nature of Agreement.** This Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.

25. **Notice Requirements.** Each notice ("Notice") provided for under this Agreement must comply with the requirements as set forth in this paragraph. Each Notice shall be in writing and sent by depositing it with a nationally recognized overnight courier service that obtains receipts (such as Federal Express or UPS Next Day Air), addressed to the appropriate party (and marked to a particular individual's attention. If so indicated) as hereinafter provided. Each Notice shall be effective upon being so deposited, but the time period in which a response to any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept or the inability to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. Any party shall have the right from time to time to change the address or individual's attention to which notices to it shall be sent by giving to the other party at least ten (10) days prior Notice thereof. The Parties' addresses for providing Notices hereunder shall be as follows:

SHERIDAN HR LLC
c/o Jill Davidson
6700 Main Street
Williamsville, New York 14221

Town of Aurora
c/o Charles Snyder
575 Oakwood Drive
East Aurora, NY 14052

26. **Attorneys' Fees and Costs.** In the event that it becomes necessary to enforce or interpret any term, covenant or condition of this Agreement, or any part thereof, the prevailing party will be entitled to recover reasonable attorneys' fees, actual arbitration and/or litigation

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costs, and any other necessary and proper disbursements made in connection with enforcing or defending its rights herein.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

Town of Aurora	**SHERIDAN HR LLC**
By:_____	By: Jill Davidson_____
Name: Charles Snyder_____	Name: Jill Davidson_____
Title: Supervisor_____	Title: President _____
Date: 10/27/2026_____	Date: 10/27/2026_____

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Schedule A

Managed Payroll Services — Scope of Services

Sheridan HR will provide managed payroll administration for the Client's employees on a biweekly payroll schedule. Services will include:

- **Payroll processing:** Prepare and process biweekly payroll based on employee compensation, timekeeping, and other payroll information provided or approved by the Client.
- **Payroll data administration:** Enter and maintain payroll-related employee data, and authorized updates.
- **Time and attendance validation:** Client to approve accuracy of time and attendance.
- **Deductions and payroll changes:** Administer authorized changes to payroll deductions and withholdings, such as benefit deductions, garnishments, and other recurring or one-time adjustments, based on information and authorizations provided.
- **Payroll review and reporting:** Provide payroll summaries and related reports for the Client's review and approval, as applicable to the agreed process.
- **Payroll compliance administration:** Perform payroll-processing activities in accordance with applicable federal and state payroll requirements, based on information provided by the Client and the laws and guidance applicable to the services being performed.
- **Payroll issue support:** Respond to routine payroll questions and assist with researching and resolving payroll-processing discrepancies.
- **Related administrative tasks:** Perform routine tasks reasonably associated with the agreed payroll services.
- **Process review and recommendations:** Review the Client's existing payroll procedures and recommend practical opportunities to improve efficiency, accuracy, and workflow.

Client Responsibilities and Service Assumptions

The Client will provide complete and accurate employee, timekeeping, compensation, deduction, and other payroll information by the agreed deadlines; review and approve payroll before processing; maintain required employee authorizations and supporting records; and ensure sufficient funds are available for payroll and related payments. Sheridan HR's services depend on the timely receipt of this information and approval. Client will be responsible and liable for any requirements involving access to banking information and tax submission.

Sheridan HR's payroll administration is not a substitute for legal, tax, or accounting advice. The Client remains responsible for its employer obligations and for the accuracy and completeness of information it provides. Any services outside the scope above, including special projects, historical payroll corrections, amended filings, or work arising from inaccurate or late information, may require separate agreement.

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Hourly Rate: $150 per hour at 15 hours biweekly to be billed at $2250.
5 pay periods in 2026= $11,250. Additional hours over 15 to be billed at $150 (spreadsheet sent for prior approval).

Optional Services: (additional fees apply)

- Electronic employee training and tracking through Zywave ($399 annually)
- Managed Recruiting
- Managed HR
- Consistent monthly usage over agreed upon hours
- Background checks and drug testing
- Project based work

Schedule B
Fees

Fee. The initial fee for the Services to be provided shall be as follows (the "Fee").

- $2250 (October)
- $4500 (November)
- $4500 (December)

I. Payment of Fee. The Fee shall be paid by CLIENT as follows:

1. Sheridan HR will provide first monthly invoice on effective date and client will pay no later than 30 days upon receipt.

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