

**SECOND ADDENDUM**  
to  
**ADP WORKFORCE NOW MASTER SERVICES AGREEMENT**  
between  
**ADP, INC.**  
and  
**CITY OF LAKE WORTH BEACH**

This second addendum (the “**Second Addendum**”) is made and effective as of the date of the last signature hereto (“**Addendum Effective Date**”) between ADP, Inc. with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 (“**ADP**”) and CITY OF LAKE WORTH BEACH with its principal place of business at 7 N Dixie Highway (“**Client**”), and contains changes, modifications, revisions and additions to the ADP Workforce Now Master Services Agreement, dated July 20, 2020, as amended on such date (the “**First Addendum**”), between ADP and Client (as amended, the “**Agreement**”).

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

1. Section 1.13 (**Confidential Information**) of ANNEX A – GENERAL TERMS AND CONDITIONS of the Agreement is deleted in its entirety and replaced with the following:

““Confidential Information” means the confidential or proprietary information of either party, including but not limited to information relating to either party’s product plans, customers, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know how that would reasonably be deemed to be trade secrets, pricing or pricing related information and all Personal Information, provided by the disclosing party to the receiving party under this Agreement. Confidential Information does not include information that (a) becomes generally available to the public without breach of this Agreement; (b) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (c) the receiving party knew prior to receiving such information from the disclosing party; or (c) the receiving party develops independently without reference to the Confidential Information as referenced by appropriate documentation.”

2. Section 4.1 (**General**) of ANNEX A – GENERAL TERMS AND CONDITIONS of the Agreement is amended by deleting subsection (x) and replacing it with the following:

“(x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, including disclosures required by the Florida Public Records Law, 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, if available, (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,”

3. Section 6.1 (**ADP Indemnity**) of ANNEX A – GENERAL TERMS AND CONDITIONS of the Agreement is amended by deleting the first sentence and replacing it with the following:

“Subject to the remainder of this Section 6.1, and Section 6.3 and 7, ADP shall defend Client against any claim and in any suit or cause of action, and indemnify and hold Client harmless against any damages or costs payable in any resulting damage awards or settlement amounts in any such claim, suit or cause of action, 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 an Approved Country.

4. Section 6.2 (**Client Indemnity**) of ANNEX A – GENERAL TERMS AND CONDITIONS of the Agreement is deleted in its entirety and replaced with the following:

**“6.2 Client Agreement in Lieu of Infringement Indemnity.** As of the Addendum Effective Date, Client expressly warrants that (i) Client will not use ADP Services or ADP Application Programs to infringe a third party’s patent, copyright, or trademark rights or make unlawful use of any third party’s trade secret and (ii) Client Content provided to ADP for use as contemplated by this Agreement does not infringe any third party right. Client acknowledges its breach of these obligations could result in claims by third parties. Client agrees to assume responsibility for its own actions and liability arising from its actions to the fullest extent permitted by law. Client covenants that it will not by its actions cause a Client Infringement Event. Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content.”

5. Section 7.3.2 of ANNEX A – GENERAL TERMS AND CONDITIONS of the Agreement is deleted in its entirety and replaced with the following:

**“7.3.2** The ADP infringement indemnity set forth in section 6.1 and the Client agreement set forth in section 6.2.”

6. Section 12.1 (**Termination for Convenience**) of ANNEX A – GENERAL TERMS AND CONDITIONS of the Agreement is amended to replace “ninety (90) days” with sixty (60) days” in the second sentence.

7. Section 12.2 (**Termination for Cause**) of ANNEX A – GENERAL TERMS AND CONDITIONS of the Agreement is amended to replace “ten (10) days” with fifteen (15) days” in the second sentence.

8. Section 15 (**Miscellaneous**) of ANNEX A – GENERAL TERMS AND CONDITIONS of the Agreement is amended to insert the following new section 15.20 (E-Verify):

**15.20 E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, as of the Addendum Effective Date:

**15.20.1** ADP has registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees;

**15.20.2** As of the Addendum Effective Date, to the best of ADP’s knowledge, all subcontractors assisting ADP in the delivery of Services to Client Date are registered with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees; and

**15.20.3** As of the Addendum Effective Date, to the best of ADP’s knowledge, ADP has obtained affidavits from all subcontractors assisting ADP in the delivery of Services stating that such subcontractor agrees not to hire employees who are not authorized to be employed in the United States pursuant to 8 U.S.C. s. 1324a(h)(3).

9. Section 15.17 (**Survival**) of ANNEX A – GENERAL TERMS AND CONDITIONS of the Agreement is amended to insert the following immediately after “Agreement” at the end of the section: “, including, without limitation, the indemnity obligation of ADP.”

10. Paragraph 10 of the First Addendum is amended to delete the last paragraph and replace it with the following:

**“IF ADP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ADP’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF LAKE WORTH BEACH AT (561) 586-1660, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV), 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.”**

All other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms and conditions of this Second Addendum and the terms and conditions of the Agreement, this Second Addendum prevails. The terms defined in the Agreement and used in this Second Addendum have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Second Addendum. This Second 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 utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Second Addendum and the Agreement.

IN WITNESS WHEREOF, this Second Addendum to the Agreement is hereby executed by an authorized representative of each party hereto.

**ADP, INC.**

**CITY OF LAKE WORTH BEACH**

\_\_\_\_\_  
[ADP Signature]

\_\_\_\_\_  
[Client Signature]

\_\_\_\_\_  
[ADP Name]

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[ADP Title]

\_\_\_\_\_  
[Client Title]

\_\_\_\_\_  
[ADP Date]

\_\_\_\_\_  
[Client Date]



# ADP, INC. GUARANTEED PRICE AGREEMENT

**Client Name:** CITY OF LAKE WORTH BEACH  
**Effective Date:** 05/21/2024  
**Expiration Date:** 05/21/2027  
**Customer #(s):** 2065733  
**Contact Name:** Valentina Ivankov-Sustaita  
**Contact Email:** vsustaita@lakeworthbeachfl.gov  
**Reference ID #:** C-10083157357  
**Requested By:** Rashmi Wankhede  
**Contact Phone:** 907-953-2300

ADP, Inc. ("ADP") is pleased to provide CITY OF LAKE WORTH BEACH ("Client") with a guaranteed price agreement (the "Price Agreement"), which shall govern any increases in fees to the Services (as defined in section 1 below) purchased by Client for the next 36 month(s), subject to the terms and conditions set forth in this Price Agreement. In consideration of the mutual agreements set forth below, ADP and Client agree as follows:

**1) Price Increase:** For the next 36 month(s) commencing with the Effective Date of this Price Agreement, ADP will increase prices per the schedule below for the processing services (the "Services") listed in section 1a that Client is receiving or shall receive as of the Effective Date.

**1a) Included Services:**

- Payroll
- HCM
- TLM

**1b) Processing Services:**

<u>Year #</u>	<u>Guaranteed Price Period</u>	<u>Increase %</u>	<u>Increase Date</u>
1	05/21/2024 to 05/20/2025	0.00%	05/21/2024
2	05/21/2025 to 05/20/2026	3.00%	05/21/2025
3	05/21/2026 to 05/20/2027	3.00%	05/21/2026

Items specifically excluded from this agreement are delivery, reverse wire fees, jurisdiction fees, year-end fees, and maintenance fees. In the month following the Expiration Date, Client's prices will be subject to the same price increases applied to its other clients of similar size and product utilization unless a renewal agreement is signed by both parties.

**2) Guaranteed Term:** As consideration for the Price Agreement, Client agrees to purchase the Services for a minimum guaranteed term of 36 month(s) commencing with the Effective Date of this Price Agreement and thereafter Client's agreement to purchase the Services shall remain in effect until terminated by Client or ADP in accordance with the terms of the ADP Major Accounts Agreement (or such equivalent ADP terms and conditions or agreement governing the provision and receipt of ADP Services including but not limited to any product specific terms set forth in such agreement) between ADP and Client (the "ADP Services Agreement").

**3) Early Termination Fee:** If Client terminates all Services without cause as provided in the ADP Services Agreement prior to the Expiration Date of this Price Agreement, Client agrees to pay ADP an early termination fee of 3 month(s) of average monthly processing fees for the Services (based on the average monthly fees during the twelve-month period immediately preceding the date of termination or a shorter period of time if monthly fees have been payable for less than 12 months at the termination date). If Client fails to pay the early termination fee, Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder. The early termination fee will be waived by ADP in the event there is a material breach by ADP of any material warranty, term, condition or covenant of the ADP Services Agreement and ADP fails to cure such breach within the timeframe provided in such ADP Services Agreement.

THE ADP SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT(S) BETWEEN CLIENT AND ADP COVERING THE SPECIFIC SERVICES. THIS AGREEMENT SUPPLEMENTS AND DOES NOT SUPERSEDE ANY OF THOSE TERMS AND CONDITIONS. THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY BOTH PARTIES. IN THE EVENT CLIENT HAS AN EXISTING PRICE AGREEMENT IN PLACE, THIS AGREEMENT REPLACES ANY PRIOR PRICE AGREEMENT GOVERNING THE SAME SERVICES.



**ADP, Inc.**

**CITY OF LAKE WORTH BEACH**

Name:	_____	Name:	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

NOTE: THIS PRICE AGREEMENT IS VALID ONLY IF SIGNED BY BOTH PARTIES WITHIN 30 DAYS OF THE DATE OF CREATION. THE AGREEMENT MUST BE SIGNED BY 06/20/2024 IN ORDER TO BE VALID. FINANCE OR RELATIONSHIP MANAGEMENT IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF ADP.