



## ADP, LLC GUARANTEED PRICE AGREEMENT

**Client Name:** Caroline County Commissions  
**Effective Date:** 03/01/2020  
**Expiration Date:** 03/01/2023  
**Customer #(s):** 511906  
**Contact Name:** Sherry Bratton  
**Contact Email:** sbratton@carolinemd.org  
**Reference ID #:** C-10006102533  
**Requested By:** Carol Menapace  
**Contact Phone:** (410) 479-4105

ADP, LLC ("ADP") is pleased to provide Caroline County Commissions ("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	03/01/2020 to 02/28/2021	0.00%	03/01/2020
2	03/01/2021 to 02/28/2022	0.00%	03/01/2021
3	03/01/2022 to 02/28/2023	2.00%	03/01/2022

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, LLC**

**Caroline County Commissions**

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 03/14/2020 IN ORDER TO BE VALID. FINANCE OR RELATIONSHIP MANAGEMENT IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF ADP.

