



ADP, INC. GUARANTEED PRICE AGREEMENT

Client Name: Regional Transit Authority
Effective Date: 07/01/2024
Expiration Date: 07/01/2026
Customer #(s): 1827816
Contact Name: Doris O'Sullivan
Contact Email: dosullivan@rtaforward.org
Reference ID #: C-10254387642
Requested By: Johnetta Henry
Contact Phone: 504-827-8380

ADP, Inc. ("ADP") is pleased to provide Regional Transit Authority ("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 2 year(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 2 year(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	07/01/2024 to 06/30/2025	1.00%	07/01/2024
2	07/01/2025 to 06/30/2026	2.00%	07/01/2025

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 2 year(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.

Regional Transit Authority

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 06/19/2024 IN ORDER TO BE VALID. FINANCE OR RELATIONSHIP MANAGEMENT IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF ADP.