



**FIRST AMENDMENT**  
**TO**  
**GLOBAL MASTER SERVICES AGREEMENT**  
**BETWEEN**  
**ADP, INC.**  
**AND**  
**CITY OF LAREDO**

This First Amendment (the “**First Amendment**”), made as of \_\_\_\_\_ (“**First Amendment Effective Date**”) between ADP, Inc. (“**ADP**”) and City Of Laredo (“**Client**”) contains changes, modifications, revisions and additions to the terms and conditions of the Global Master Services Agreement dated December 24, 2024, as amended (the “**Agreement**”), between ADP and Client.

Now, therefore, in consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, ADP and Client hereby agree as follows:

**1. Additional ADP Time & Attendance Services.** As of the First Amendment Effective Date, and in addition to the other Services provided by ADP under the Agreement, ADP will provide to Client, and Client will receive from ADP, the ADP Time & Attendance Services (the “**Additional Services**”) in accordance with the Pricing and Financial Terms (Workforce Manager) appendix attached hereto and incorporated herein and the Agreement. For the purposes of the Additional Services provided under this First Amendment, all references in the Agreement to “Appendix 1” or the “Pricing and Financial Terms” shall be deemed to refer to the Pricing and Financial Terms (Workforce Manager) appendix attached hereto.

**2.** On the date that the ADP Workforce Manager Services are in a live production environment, and in addition to the other Services provided by ADP under the Agreement, ADP will provide to Client, and Client will receive from ADP, the ADP Time & Attendance Services specific to ADP Workforce Manager in accordance with the Pricing and Financial Terms (Workforce Manager) annexed hereto and incorporated herein.

**3. Cover Page, List of Services.** As of the First Amendment Effective Date, the list of Services on the cover page of the Agreement is hereby amended by adding the following to the end of such list:

- ADP HCM Services
  - ADP Time & Attendance Services – delivered via ADP Workforce Manager

**4. Cover Page, List of Appendices.** As of the First Amendment Effective Date, the list of appendices on the cover page of the Agreement is hereby amended by adding the following to the end of such list:

- Pricing and Financial Terms (Workforce Manager)

**5. GMTC, Section 1.1.** As of the First Amendment Effective Date, Section 1.1 of the Global Master Terms and Conditions (“GMTC”) is hereby amended by inserting “and Other HCM Services” after “Compliance Services” and again after “Compliance-related services” and by adding the following Subsections:

**1.1.3. ADP Time & Attendance Services.** Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related



policies. Additional options include solutions to assist with more advanced scheduling management, absence management, and activity tracking.

**6. GMTC, Section 1.2.** As of the First Amendment Effective Date, Section 1.2 of the GMTC is hereby amended by adding the following to such section in the appropriate alphabetical order.

“**Biometric Data**” includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.

“**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 Services**” means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.

“**Biometric User**” means Client’s employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data.

“**Time & Attendance Hardware**” means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services. Hardware may be purchased or provided on a subscription basis.

**7. GMTC, Section 5.** As of the First Amendment Effective Date, Section 5 of the GMTC is hereby amended by adding the following to the end of such section:

**5.5. Third Party Software.** Notwithstanding Sections 5.1 through 5.4, the ADP Time & Attendance Services known as ADP Workforce Manager shall be subject to the additional licensing or access terms set forth at <https://www.adp.com/WorkforceManagerTerms>.

**8. GMTC, Section 7.3.** As of the First Amendment Effective Date, Section 7.3 of the GMTC is hereby amended as follows:

- a. by deleting the period at the end of Section 7.3 and replacing such deleted period with “; and”, and
- b. by adding the following to the end of Section 7.3;

**7.3.7.** Client’s biometrics indemnity set forth in Section 14.3.2.2;

**9. GMTC, Section 12.4.** As of the First Amendment Effective Date, Section 12.4 of the GMTC is hereby amended by adding the following to the end of such section:

**12.4.1. Additional Termination Provisions for ADP Time & Attendance Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

**10. GMTC, Section 14.** As of the First Amendment Effective Date, Section 14 of the GMTC is hereby amended by adding the following to the end of such section:

**14.3. ADP Time & Attendance Services.** The following additional terms and conditions apply to the ADP Time & Attendance Services:



**14.3.1. Time & Attendance Hardware (Workforce Manager).**

**14.3.1.1.** If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.

**14.3.1.2.** Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not returned within 30 days of termination, Client agrees to purchase same at fair market value.

**14.3.2. Biometric Services.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this Section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

**14.3.2.1. Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):

**14.3.2.1.1. Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

**14.3.2.1.1.1.** a retention schedule and guidelines for permanently destroying Biometric Data;

**14.3.2.1.1.2.** a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and

**14.3.2.1.1.3.** any additional requirements as required by potentially applicable law.

**14.3.2.1.2. Biometric User Notice and Consent.** Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

**14.3.2.1.2.1.** notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;



**14.3.2.1.2.2.** obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

**14.3.2.1.2.3.** if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

**14.3.2.1.3. Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

**14.3.2.1.4. Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

**14.3.2.2. Biometrics Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims (including claims made by or on behalf of Biometric Users) and will indemnify and hold ADP harmless from resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on any performance or breach of Client's obligations in connection with the Biometric Services, including any failure by Client to obtain consent from Biometric Users in connection with the use of the Biometric Services.

**14.3.2.3. Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

**11. General Provisions.** This First Amendment may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Facsimile signatures, 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 First Amendment and the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this First Amendment and the terms and conditions of the Agreement, this First Amendment shall prevail. The terms defined in the Agreement and used in this First Amendment shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this First Amendment.



**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be duly executed by its authorized representatives as of the date below, to be effective as of the First Amendment Effective Date.

**ADP, Inc.**

**City Of Laredo**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **Pricing and Financial Terms (Workforce Manager)**



## I. Financial Detail

The fees listed in the table(s) below are based on the Services and volumes in the assumptions in Section III (Assumptions).

One-time Fees	Quantity	Rate	Frequency	One-time Cost	Based On
<b>Time &amp; Attendance Services - ADP Workforce Manager</b>					
Hourly Timekeeping				\$0.00	
Salaried Timekeeping				\$0.00	
Accruals				\$0.00	
Advanced Scheduling				\$0.00	
Analytics				\$0.00	
ADP InTouch DX Barcode Clock - 25 Free Promo	25	\$0.00	each	\$0.00	
ADP InTouch DX Proximity Clock	5	\$2,262.50	each	\$11,312.50	
ADP InTouch DX QUICKPUNCH PLUS OPTION	1	\$925.00	each	\$925.00	
Facial Recognition Camera Purchase	1	\$947.00	each	\$947.00	
<b>Total One-time Fees</b>				<b>\$13,184.50</b>	

Ongoing Service Fees	Units Assumed	Rate	Frequency	Based On
<b>Time &amp; Attendance Services - ADP Workforce Manager</b>				
<b>ADP Workforce Manager</b>				
Hourly Timekeeping	1,871	\$3.85	PEPM	
Salaried Timekeeping	1,178	\$2.42	PEPM	
Accruals	3,049	\$0.34	PEPM	
Advanced Scheduling	1,100	\$0.81	PEPM	
Analytics	3,049	\$0.56	PEPM	
ADP InTouch DX Barcode Clock - 25 Free Promo	25	\$0.00	Each	

ADP will charge Client at the current rates for any components of Services received by Client that are not specifically listed in this appendix.



## II. Additional Services

Not Applicable.

## III. Assumptions

The fees in this Appendix are based on the assumptions below, and in Section IV (Financial Terms) of this Appendix. If Client's actual requirements vary from what is stated, the parties will negotiate in good faith to adjust the fees based on those variances. Additional fees may apply to any customizations to any Service agreed to by the parties.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
<b>VOLUME ASSUMPTIONS</b>				
<b>Time and Labor Management - ADP Workforce Manager</b>				
Client Practitioners	Client Named Contacts	5	Included	Includes up to 5 Client Named Contacts who may contact the ADP Support Team. Client representatives will provide direction to ADP in the form of business requirements, participant concerns, reporting needs and day-to-day support.  Additional fee of \$260.00 per additional client contact per month applies after first 5 included.
Populations	Hourly Timekeeping	1,871	Included	
	Salaried Timekeeping	1,178	Included	
	Accruals	3,049	Included	
	Hourly Timekeeping	1,100	Included	
	Analytics - ADP Workforce Manager	3,049	Included	



## IV. Financial Terms

**A. Initial Term:** Notwithstanding anything to the contrary in the Agreement, the Initial Term for the Workforce Manager Services shall commence upon the go-live date of the Workforce Manager Services and will expire five (5) years from the anniversary of the go-live date of the Workforce Manager Services.

**B. Client Group and Approved Countries:** The Client Group includes the following entities:

Client and its Affiliates (if any) in the United States of America and any Affiliates (if applicable) as may be agreed to by the parties.

The Approved Country is the United States of America.

**C. Implementation:** The following fees (“Implementation Fees”) are due and payable by Client as follows:

Implementation for certain ADP Services may be performed by the ADP subcontractors that provide such ADP Services.

- 1) Implementation Fees will be billed in the month of the first live processing of the Time and Attendance Services on the ADP Workforce Manager platform.

**D. Invoicing:**

- 1) Client will pay all invoices via direct debit of funds within 45 days of the invoice date.
- 2) The ongoing Services fees billed on a monthly basis shall commence effective on the first day of the month in which the Time and Attendance Services (via the ADP Workforce Manager platform) are made available to Client.

**E. Currency:** All fees in this Appendix are shown in USD and Client shall make payments for the Services in USD.

**F. Taxes:** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.

**G. Cost Reimbursement Fee:** In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination by Client, if Client terminates Services in any country or the Agreement in whole or in part for convenience pursuant to Section 12.2(ii) of the Global Master Terms and Conditions, Client will:

- If termination occurs prior to the Go-Live Date for the applicable Services:
  - pay ADP for the Implementation Services performed prior to termination at ADP's labor rates in this Appendix or, if the rates for a particular Service are not set forth in this Appendix, at ADP's prevailing labor rates (and not at the set implementation price set forth in the “Financial Detail” table), and
  - reimburse ADP for any license fees or other costs incurred by ADP in connection with the Implementation Services
- If termination occurs after the Go-Live Date for the applicable Services, reimburse ADP for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as set forth in the chart below: , which provides the unrecovered costs as a percentage of the estimated aggregate ongoing fees for Services determined as of the Effective Date during each “year” of the Agreement:

	Year 1	Year 2	Year 3	Year 4	Year 5
Percentage of Initial Estimated Client Billing Fees as of the First Amendment Effective Date	65%	52%	39%	26%	13%



In the event new Services are added, the Cost Reimbursement Fee is subject to change.

**H. Postage, Shipping, Travel and other Out-of-Pocket Expenses:** ADP will invoice Client for postage charges, delivery charges, other third-party charges incurred on behalf of Client, and reasonable travel and out-of-pocket expenses.

**I. Fee Adjustments:**

- 1) The fees set forth in this Appendix will remain fixed during the first year following the migration date of the Time and Attendance Services to the ADP Workforce Manager platform. During the remainder of the Initial Term, ADP will increase the fees for the Services on an annual basis by 4% with 30 days' prior written notice. After the Initial Term, ADP will modify the fees on an annual basis upon 30 days' prior written notice to Client.

**J. Change Control:**

In the event either party requests a change in the scope of the Services (including Implementation Services) (each a "**Change Control Item**"), the parties shall address such change request via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties, with the exception of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of Implementation Services, which ADP will notify Client of prior to making such change.

- 1) The standard hourly rate for a Change Control Item is \$200.00; provided, however, that ADP may increase that rate as follows:
  - (a) By 50% for Change Control Items requested by Client after October 1<sup>st</sup> which ADP agrees to deliver by January 31<sup>st</sup>;
  - (b) By 25% if, after receiving a Change Control Notice, the Client requests an expedited timeframe for completion of the Change Control Item.