

SALES ORDER

Town Of Miami Lakes
 6601 Main St
 Miami Lakes, FL 33014
 United States

Today's Date: 10/27/2015
 Quote Number: 02-2015-1155807.1

Control Start Date:

Executive Contact
Ismael Diaz
 Finance Director
 diazi@miamilakes-fl.gov
 305-364-6100 x{1128}

ADP Sales Associate
John Wallace
 john.wallace@adp.com

Number of Employees for Payroll processing : 84 on control: Town Of Miami Lakes

Monthly Fees	Count	Min	Base	Rate	Monthly Fee
Workforce Now HR Solutions	84			\$6.50	\$546.00
Essential HR					
Compliance Reporting			HR Compliance Library		
Policy Acknowledgement			Custom Fields		
Employee Development Tracking			Organization Charting		
Employee and Manager Self Service			ADP Portal with Customized Content		
Paid Time Off Accruals			Access to Mobile Apps		
Essential Benefits					
Multiple Benefit Plan Types			ACA Compliance Dashboard		
Flexible Rate Structures			Dependent & Beneficiary Tracking		
Notifications & Approval			Cobra Event Triggers		
Benefit Plan Creation					
Essential ACA					
Annual 1094c/1095c Filing			Evidence of Benefit Offering Screens & Reporting		
*See ACA Services Statement of Work for a full detail of additional work and cost that may apply					

Billing for Essential Time and any module bundled under HR Solutions will begin on the earlier of (i) the date the ADP Product or Service is available for use by the client in a production environment OR (ii) ninety (90) days from the date of this sales order unless otherwise set forth in the applicable terms and conditions. The billing count for Essential Time is based on all non-terminated employees in the Time Module. The billing count for the HR Solutions is based on all employees in the database that have not been archived. Any 'non-archived' employees coded as Non-Paid will be billed separately.

Sub Total \$546.00

Invoice Details	Unit Fees
Non Paid Employees	\$4.00 per employee per month

Implementation Fees	Count	One Time Fee
Implementation for Workforce Now HR Solutions	1	\$937.50

Sub Total \$937.50

Promotion:
 Three months free of newly purchased modules; Applies to months 7-9 from start date

Control Summary

Control I	Control Name	Company Code	Pays
Control 1	Town Of Miami Lakes	SX8	84

02-2015-1155807-19

Client agrees to direct debit of fees for service: Yes

Expiration Date: 12/11/2015

THE ADP SERVICES LISTED ON THIS SALES ORDER ARE PROVIDED AT THE PRICES SET FORTH ON THE ABOVE PAGES AND IN ACCORDANCE WITH ADP'S STANDARD TERMS AND CONDITIONS OF SERVICE ATTACHED TO THIS SALES ORDER. BY SIGNING BELOW YOU ARE ACKNOWLEDGING RECEIPT OF AND AGREEMENT TO SUCH TERMS AND CONDITIONS AND TO THE LISTED PRICES.

ADP, LLC

By: _____

Name: _____

Title: _____

Date: _____

John Wallace

John Wallace

DM

11/10/15

Client:

By: _____

Name: _____

Title: _____

Date: _____

Alex Rey

Alex Rey

Town manager

11/10/15



MAJOR ACCOUNT SERVICES - MASTER SERVICES AGREEMENT

10/27/2015
(Effective Date)

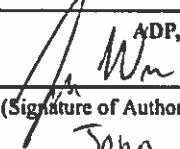

ADP, LLC: One ADP Boulevard (referred to herein as "ADP")
Roseland, New Jersey 07068
CLIENT: Town Of Miami Lakes (referred to herein as "Client")
6601 Main St, Miami Lakes, FL 33014, United States
Attention: Ismael Diaz

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this Major Accounts Services Master Services Agreement.

ANNEX D:	HR, BENEFITS AND TALENT MANAGEMENT SERVICES
ANNEX E:	ESSENTIAL ACA

This Agreement modifies, amends, and supplements the terms and conditions of the ADP Major Accounts Agreement (or such equivalent 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 prior agreement) between ADP and Client and includes the Annexes related to the services selected by Client. If there is a conflict between this Agreement and any prior agreement between Client and ADP (or if such prior agreement contained terms for services that were not purchased at the time the prior agreement was executed), this Agreement shall govern with respect to the services listed above. The terms set forth herein replace in their entirety any duplicative terms set forth in Client's prior agreement for services.

Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

ADP, LLC  (Signature of Authorized Representative) John Wallace (Name - Please Print) Dm (Title) 11/10/15 (Date)	CLIENT  (Signature of Authorized Representative) Alex Rey (Name - Please Print) Town Manager (Title) 11/10/15 (Date)
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revised 2016-19

ANNEX D

HR, BENEFITS AND TALENT MANAGEMENT SERVICES

1. **Billing for Services.** If Client is purchasing HR Services and the pricing for such Services is not bundled with Client's pricing for Payroll Processing services, billing for such Services will begin on the earlier of (i) the date that the services are available for use by Client in a production environment OR (ii) ninety (90) days from the Effective Date except if Client orders HR, Benefits or Talent Management Services after June 17, 2015 (the "Order Window Date") billing will commence ninety (90) days after the ADP implementation center initially contacts Client to commence implementation. If the Services Client is purchasing pursuant to this Annex D are bundled with Payroll Processing Services, then billing for such Services shall commence in accordance with the terms of Section 2 of Annex B.
2. **Initial Setup Services.** Client shall promptly deliver to ADP the Client Content required by ADP to perform initial setup services. Such information and materials shall be in an electronic file format acceptable to ADP.
3. **Additional Configuration.** After completion of initial setup services, any subsequent changes Client requests to the configuration of the Client Content in the HR and/or Benefits module will be charged at ADP's then current benefits maintenance fees.
4. **ADP Carrier Connection®.** If Client is receiving the Benefits products and services and elects the ADP Carrier Connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of the Carrier Connection service is subject to Client completing the configuration setup of Client Content and the format of such transmission to the designated carriers. ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the benefits module and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the Carrier Connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission. Client shall remain responsible for transmission of all enrollment/disenrollment data to Client's carriers other third parties authorized by Client until ADP confirms that carrier connection implementation is complete.
5. **Talent Management Services.** Talent Management Services includes Performance, Recruitment and Compensation Management products and services
6. **Hiring Practices.** Client represents and warrants that it will use Talent Management Services for its own hiring and/or HR management purposes only. Client acknowledges and agrees that ADP will not be deemed to be involved in any hiring decisions or evaluation of candidates in connection with the recruitment services, or with any compensation decisions in connection with the compensation management services.
7. **Customized Content.** Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through Talent Management Services, including but not limited to job descriptions, online application instructions and questions, Client is responsible for the content of any such customization. Client acknowledges that any content provided by the Talent Management Services may not be suitable for all situations or in all locations. Client should review applicable laws in the jurisdictions in which Client operates and should consult with its own legal counsel prior to utilizing the services.
8. **Sensitive Data.** If Client implements the Talent Management Services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements, and it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries.

ANNEX E
Essential ACA
Lite ACA

1. **Description.** ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the "Essential ACA solution") to Client in accordance with the terms of this Agreement. Clients must have purchased Essential ACA prior to June 18, 2015 and use ADP Workforce Now® Payroll, HR and Benefits services in order to receive the Essential ACA solution for the 2015 filing period. For those clients that order Essential ACA after June 17, 2015 and prior to the 2015 Order Deadline (as defined below), Lite ACA (as described below) will be provided to help clients meet their 2015 reporting requirements for Forms 1094-C and 1095-C (the "Forms"). Lite ACA clients and clients that order Essential ACA after the 2015 Order Deadline will receive Essential ACA prior to the next required filing period. For purposes of this Annex, "2015 Order Deadline" shall be defined as follows: (i) October 1, 2015 contract date and processing payroll no later than November 15, 2015 for new payroll clients; and (ii) November 15, 2015 for existing clients.
 - A. **Essential ACA.** Essential ACA is a technology and software solution to assist in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of the Forms, and access to evidence of benefit offering information and benefit offering audit reports. The ability to file the Forms using the Essential ACA solution requires the Client to be implemented on the ADP Workforce Now Payroll, HR and Benefits modules.
 - B. **Lite ACA.** Lite ACA is a technology and software tool that enables the client to compile the required data in a format suitable for the purposes of preparation and, where applicable, electronic filing of the Forms for the 2015 reporting period. Lite ACA will be provided to clients that order Essential ACA after June 17, 2015 and prior to the 2015 Order Deadline for the 2015 reporting period. Clients will then be transitioned to Essential ACA for the 2016 reporting period and beyond. Notwithstanding Section 2 below, client will be required to input all Client Content required for the preparation of the Forms into the Lite ACA Solution. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.
2. **Delivery of Client Content.** Client shall promptly deliver to ADP the Client Content as required by ADP in an electronic file format specified by and accessible to ADP and will include any materials relating to Client and necessary for incorporation in the Essential ACA solution, including, but not limited to, any Human Resources, Payroll, Time and Labor, Benefits, Form I-9, and/or financial data.
3. **Client ACA Liaison.** Prior to the commencement of ADP's provision of the Essential ACA solution, Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for the Essential ACA solution (the "Client ACA Liaison"). Client hereby represents and warrants to ADP that the Client ACA Liaison has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Client. The Client ACA Liaison also shall be deemed to have authority to issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Essential ACA solution. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
4. **Client Instructions.** In the event ADP shall have any questions relating to a particular set of facts or Client directions, then ADP shall request clarification from the Client ACA Liaison. The Client ACA Liaison shall have the responsibility to obtain answers to any such questions or objections and ADP shall be entitled to rely upon such answers and to follow any directions communicated by the Client ACA Liaison. Client authorizes ADP to release employee-related data to third party vendors of Client as are designated by Client from time to time. ADP shall be under no duty to question the measures taken or directions provided by Client pursuant to any section of this Annex E.
5. **Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S).**
6. **Implementation Services.** ADP will assist Client in implementing the Essential ACA solution for the benefit of and in conjunction with Client in accordance with the provisions of Sections 7 and 8 below. ADP will use commercially reasonable efforts to complete the implementation services in a timely manner. ADP shall provide instructions on the use of the Lite ACA solution in conjunction with ADP Workforce Now.
7. **Conversion of Data; Required Timeline.**
 - A. **Lite ACA.** Client shall be responsible for the accuracy, entry and review of all Client data related to the preparation of the Forms. ADP will not perform any conversion, refinement, purification or reformatting of Client information. Client will be required to input all Client data required for the preparation of the Forms and the preparation and submission of electronic filing of the Forms into the Lite ACA solution within the specified IRS filing deadline. ADP will not define what information or codes must be input on the Forms. Client understands and agrees that in the event that Client fails to enter all required Client information in the Lite ACA solution, Client will not be eligible for credit of any fees paid for the Lite ACA solution and Client shall be liable for any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and

expenses incident thereto, arising from or claimed to have arisen from the Client's use of the Lite ACA solution. Client is responsible for the accuracy of all Client information and will review for accuracy the preview of the Forms prior to filing the Forms electronically or sending the Forms in paper form, as applicable. In the event that a Form 1094-C or 1095-C needs to be refiled due to an inaccuracy in the Client information, Client will be billed for such refileing.

- B. **Essential ACA.** Client shall provide to ADP, such applicable Client files, databases and other information (the "Client Files") as is necessary to permit the Essential ACA solution to be performed. Client must provide the Client Files to ADP by November 1st of the year preceding the year in which the preparation and electronic filing of the Forms will be provided. For purposes of clarification and example, in order for ADP to perform the preparation and electronic filing of the Forms in January 2016, Client must provide the Client Files in accordance with the terms and conditions of this Annex, and such Client Files must be accepted and converted by ADP by November 1, 2015. Client assumes the responsibility for the Client Files to be transmitted to ADP, including, but not limited to, their condition, content, format, usability or correctness. Client shall perform all Client Files refinement, purification and reformatting in order for the Essential ACA solution to be performed by ADP. With Client's pre-approval, ADP shall be compensated on a time and expense basis at ADP's standard rates in effect at such time in the event ADP is required to perform any such refinement, purification or reformatting. Client will cooperate with ADP and provide ADP with all necessary information and assistance required in order for ADP to successfully convert the Client Files. Client understands and agrees that if Client fails to provide the Client Files in order for such Client Files to be accepted and successfully converted by November 1st in any given year, ADP will not provide the preparation and electronic filing of the Forms for that year and Client will not be eligible for credit of any fees paid for the Essential ACA solution for that year. Client is responsible for the accuracy of all Client Files and will review for accuracy the preview of the Forms prior to filing. In the event that a Form 1094-C or 1095-C needs to be refiled due to an inaccuracy in the Client files, Client will be billed for such refileing. The obligations described in this Section 7 shall apply to ongoing provision of Client Files to ADP by Client.
8. **Project Lead.** Client will designate a project lead for the implementation of the Essential ACA solution and will promptly notify ADP of the name, telephone number and email address of such person. The Client project lead will be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required under this Annex E or requested by the other party in connection with the implementation of the Essential ACA solution. The project lead will bring appropriate personnel/skillsets to the project as needed.
9. **Billing for Services.** If Client is purchasing Essential ACA Services and the pricing for such Services is not bundled with Client's pricing for Payroll Processing services, billing for such Services will begin on the earlier of (i) the date that the services are available for use by Client in a production environment OR (ii) ninety (90) days from the date that Client is first contacted by ADP implementation team for commencement of implementation of Essential ACA. If the Services Client is purchasing pursuant to this Annex E are bundled with Payroll Processing Services, then billing for such Services shall commence in accordance with the terms of Section 2 of Annex B.
10. **Licensed Entity.** Notwithstanding the use in this Annex E of the word "ADP", in the event that ADP determines that all or a portion of the Essential ACA solution may be subject to licensing or other regulatory requirements, such services shall be performed solely by such wholly owned subsidiary of Automatic Data Processing, Inc. as shall be designated by ADP or such licensed third party as determined by ADP.



Essential ACA Services Statement of Work

Taxpayer Legal Name: Town of Miami Lakes			
Legal Address: 6601 Main Street		City, State, Zip, County: Miami Lakes, FL	
Payroll Contact: Cynthia Alejo, Human Resources Specialist		Executive Contact:	
Phone: 305-364-6100	Email: alejoc@miamilakes-fl.gov	Phone:	Email:

A. Historical ACA Hours Data Conversion: Need depends on actual ADP Payroll Start Date

*Historical Hours will allow Workforce Now to calculate 'ACA Benefit Status'. Without system calculation, client can code employees as 'Part Time' or 'Full Time'. Options below vary based on the extent of history the client wishes to bring over.

Option 1: Client does not need or already has hours history in Workforce Now
 N/A Check here if client does not need options 2, 3, 4 or 5 below; if not checked, please select ONLY one of the 4 options listed below

Option 2: ACA Historical Hours Import: When client elects to upload up to 12 months of hours history themselves
 N/A Client Elects: No Charge

Option 3: ACA Historical Hours Import*: When up to 18 months of hours history is required. Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor
 N/A Client Elects: \$1,000 Conversion Fee (SCN: 4Z F00302)

Option 4: ACA Historical Hours Import*: When up to 36 months of hours history is required. Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor
 N/A Client Elects: \$1,500 Conversion Fee (SCN: 4Z F00301)

Option 5: Full Check History Conversion*: When importing up to 4 years' worth of history is needed. Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor
 N/A Client Elects: \$2,600 Conversion Fee (SCN: 4Z F00300)

*For Options 3, 4 or 5, Letter Agreement Required AND must provide prior vendor name. Note here: _____

B. Medical Benefit Plan and Historical Data Support: Need depends on actual Benefits Module Start Date and Medical Plan Year

Option 1: Client does not need; Already has active plans with effective dating and historical data loaded in Workforce Now Benefits Module
 N/A Check here if client does not need options 2 OR 3 below; if not checked, please select options 2 and/or 3 listed below

Option 2: Current Medical Plan Creation: Required only for migrating HR Profile (PCPW), HR eXpert (Pay eXpert) and Essential HR (WFN v2) clients that need a medical plan created, post migration, in Essential HR and Benefits. *Not needed for clients upgrading to Enhanced HR with Enhanced Benefits. Includes: Creation of Current Plan, Enrollment and Dependent History going back to beginning of current calendar year
 N/A Client Elects: \$500 Conversion Fee (SCN: 4Z F00064)

Option 3: ACA Employee Load: Required only if medical plan runs on a fiscal year or Benefits Module is setup mid-calendar year. Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year
 N/A Client Elects: \$500 Conversion Fee (SCN: 4Z F00063)

C. Self Funded / Self Insured Plan Support

Option 1: Client does not have a Self Funded/ Self Insured Medical Plan OR already has an ACA Approved Benefits Module prior to 1/1/15
 N/A Check here if client has a Fully Insured medical plan OR had the ADP Benefits Module active as of 1/1/15

Option 2: ACA Dependent Load: Required only if Self Funded/Self Insured plans AND client is implementing an ADP Benefits Module mid-calendar year. Includes: Importing Effective Date, Covered Dependents and prior plan creation (if applicable) going back to beginning of current calendar year
 N/A Client Elects: \$500 Conversion Fee (SCN: 4Z F00065)

D. Lite ACA Year 1 Assistance

Option: Lite Essential ACA: Client will be responsible for all data entry of required information for 1094/1095C forms into Lite Essential ACA solution
 N/A Client Elects: One time charge of \$20 Base fee and \$1.50 per form filed (SCN: F01902)

Current Platform: _____

The following Terms & Conditions apply only if client selects Option 3, 4 or 5 in Section A above.

Terms and Conditions: Changes in project scope and/or unforeseen internal/external issues such as delays beyond ADP control may impact completion date and project cost. Prices for the Statement of Work ("SOW") as set on the effective date shall not change, but any changes or additions to the SOW shall be subject to price changes in the normal course of business, at ADP's discretion.

Upon completion of the services under this SOW, Client will immediately notify ADP if the services and deliverables outlined in this SOW have not been satisfactorily delivered. Services, including any deliverable, provided under this SOW will be deemed accepted by Client unless Client notifies ADP within 10 business days of the date of completion of such services.

In the event that Client terminates this SOW or the Agreement and work hereunder has already commenced, Client agrees that it is responsible for all costs and fees incurred by ADP prior to the effective date of such termination and such amounts shall be due and payable by Client to ADP within 5 days of receipt of invoice.

This SOW is an addendum to the Major Accounts Agreement or similar agreement for the provision of services by ADP executed by the parties and is incorporated by reference as if fully set forth herein. 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 SOW and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this SOW shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this SOW.

*This proposal expires thirty (30) days after Proposal Date if not signed by Client. Options & Rates above only apply to companies with up to 999. Valid through 9/25/2015

ADP Sales Associate: 	Date: _____	Client Authorization: 	Date: 11-10-15
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