

**HR, BENEFITS, TALENT MANAGEMENT ADDENDUM
TO
MAJOR ACCOUNTS SERVICE AGREEMENT**

The following additional terms and conditions shall apply only to the extent that the undersigned ("Client") receives HR, Benefits, and/or Talent Management products and services. This Addendum supplements the terms and conditions of the ADP Major Accounts Agreement or such other similar agreement or terms governing the provision of the services by ADP, LLC ("ADP") to Client (the "Agreement").

1. BILLING.

If Client is purchasing ADP's HR, Benefits, and/or Talent Management module(s) and the pricing for such ADP Products and Services is not bundled with Client's pricing for payroll processing services, if any, billing for the HR, Benefits, and/or Talent Management module(s) will begin on the earlier of (i) the date that the module(s) is/are available for use by Client in a production environment OR ninety (90) days from the date of the signature of this Addendum.

2. HR & BENEFITS.

The terms of this Section 2 shall apply only to the extent Client is receiving HR and/or Benefits products and services.

A. Initial Setup Services. Client shall promptly deliver to ADP the Client Content as defined in Section 2F below required by ADP to perform initial setup services for HR & Benefits module. Such information and materials shall be in an electronic file format specified by ADP.

B. Additional Configuration. After completion of initial setup services, ADP will make any subsequent changes to the configuration of the Client Content at Client's request, in HR & Benefits module at ADP's then current benefits maintenance fees.

C. Client Review. Upon completion of any setup services or services referenced in Section 2C above, Client shall review the Client Content included in the HR & Benefits module by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in the HR & Benefits module by ADP that has been reviewed by Client.

D. HIPAA Business Associate Agreement. Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), the services provided under HR & Benefits are subject to additional terms and conditions located at <http://www.adp.com/BAA> which are incorporated herein and may be modified from time to time and as required by law.

E. Carrier Connections. If Client 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. The terms for setup services and subsequent setup services set forth in Sections 2B and 2D above will apply to setup for the carrier connection service. Further, 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 HR & 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. Finally, 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.

F. Client Content. For purposes of this Addendum, "Client Content" shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, (ii) all Client information stored on ADP cloud storage service, (iii) Client's trademarks, trade names, service marks, logos and designs and (iv) any other information or

materials provided by Client, regardless of form (e.g., images, graphics, text, etc.), to be included in the HR & Benefits module or any other web-based ADP Product (collectively, "ADP Internet Services"), whether included therein by ADP on behalf of Client as part of its setup services or directly by Client or any of its employees or plan participants. The following provisions shall apply with respect to Client Content:

- i. Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content.
 - ii. Client shall be responsible for obtaining all required rights and licenses to use and display all Client Content in connection with ADP Internet Services. Client hereby grants to ADP for formatting purposes only a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back up copies) and display the Client Content as reasonably necessary to provide ADP Products or perform the Services covered under this Agreement.
 - iii. Client and its employees and plan participants shall not include or provide to ADP for inclusion in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, malicious, which violates any applicable law or regulation or any contract, privacy or other third-party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from any ADP Internet Services any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content.
 - iv. Client acknowledges that, in making ADP Internet Services available, ADP is not acting as an investment advisor, broker-dealer, insurance agent or intermediary or a financial or benefit planner. ADP is not providing any benefits or information related thereto.
- G. Links to Third Party Sites.** The Site(s) may contain links to other Internet sites. Links to and from a Site to other third-party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites.
- H. Transmission of Data.** In the event that Client requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.
- I. Use of Services.** The ADP HR and Benefits products and services are hosted in the United States and are for use in the United States only except that the HR module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time). Clients may also utilize the HR module for storage of employee data for its employees located outside of the United States, however Client shall determine whether such storage is permitted by any applicable data privacy or other laws pursuant to Section 1.E. (Compliance with Laws) of the Agreement.

3. TALENT MANAGEMENT.

The terms of this Section 3 shall apply only to the extent Client is receiving Talent Management products and services.

- A. Use of Services.** The ADP Workforce Now Talent Management solution includes Talent, Recruitment and Compensation Management products and services. Client represents and warrants that it will use ADP Workforce Now Talent, Recruitment, and/or Compensation Management products and 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. The ADP Talent Management solution is hosted in the United States and is for use in the United States only except that the Talent module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).
- B. Customized Content.** Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through ADP Workforce Now Talent, Recruitment, and/or Compensation Management, 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 ADP Workforce Now Talent, Recruitment, and/or Compensation Management 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.

- C. **Sensitive Data.** If Client implements the Talent, Recruitment, and/or Compensation Management products and 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.

ALL MATTERS COVERED IN THIS ADDENDUM, INCLUDING CLIENT'S USE OF THE MODULE, SYSTEM, SITE AND ADP'S PROVISIONS OF HR & BENEFITS AND/OR TALENT AND RECRUITMENT SERVICES ARE SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT. IN THE EVENT OF CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS ADDENDUM AND THE AGREEMENT, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL. ALL OTHER TERMS AND CONDITIONS OF THE CLIENT'S AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. The terms defined in the Agreement governing the provision of the Services and used in this Addendum shall have the same respective meanings as set forth therein, unless clearly otherwise defined in this Addendum.

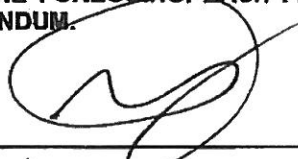
IN WITNESS WHEREOF, this Addendum is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP AND CLIENT ACKNOWLEDGE AND AGREE TO THE FOREGOING. EACH PARTY REPRESENTS THAT IT IS DULY AUTHORIZED TO EXECUTE THIS ADDENDUM.

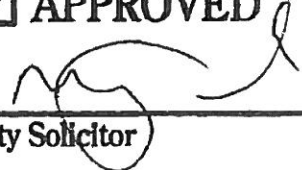
ADP, LLC

By: Todd Palmer
Name: TODD PALMER
Title: District Sales Manager
Date: January 15, 2015

Client

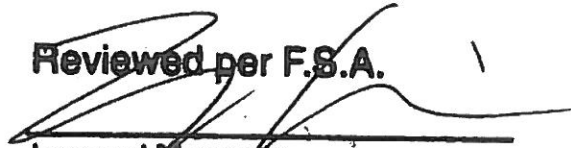
By: 
Name: James A. Dorsa
Title: Mayor
Date: January 14, 2015

APPROVED



City Solicitor

Reviewed per F.S.A.



Leonard Morganis
Administration & Finance Officer