

**AMENDMENT
to the
PEOPLEADMIN SERVICES AGREEMENT**

This Amendment to the PeopleAdmin Services Agreement between the **CITY OF COLUMBIA** (“Customer”), and **PeopleAdmin, Inc.**, (“PeopleAdmin”) is made as of the date of the last signatory noted below.

RECITALS

- A. WHEREAS, on October 13, 2010, Customer and PeopleAdmin entered into a services agreement (“Agreement”) for hosted software and related services to automate human resources administrative functions; and
- B. WHEREAS, the Parties hereto desire to formally amend the Agreement with this Amendment (hereinafter “Amendment”) and desire to be bound by the terms contained in the Agreement as amended by this Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the Parties, it is agreed to amend the Agreement, as follows:

1. Section 2 of the Agreement shall be replaced with the following:
 - “2) Term of Agreement.
 - a) Initial Term and Renewal Terms. The Agreement was effective on October 13, 2010 and extended for a period of twelve (12) months (“Initial Term”). Thereafter, the Agreement renewed automatically for subsequent twelve (12) month periods (“Renewal Term”). At the end of the current Renewal Term following execution of the Amendment, the Agreement shall be renewed for a period of five (5) years (“5 Year Renewal Term”) which shall be effective 12/31/18. Following the 5 Year Renewal Term, the Agreement shall renew automatically for subsequent twelve (12) month periods. For the 5 Year Renewal Term and any subsequent renewal term, the service fee increase shall not exceed four percent (4%).
 - b) The renewal effective on 12/31/18 will be in the amount of \$22,225.17.
 - c) Termination. Either Party may terminate this Agreement with at least 30 days advance notice of termination prior to the end of the then current renewal term, which specifically contemplates the 5 Year Renewal Term or any subsequent twelve (12) month period renewals. Termination does not affect Customer’s obligation to pay for Services already provided by PeopleAdmin through the date of termination.

2. Section 3(a) of the Agreement shall be replaced with the following:
“a) Confidential Information. Both parties recognize that their respective employees and agents, in the course of performance of the agreement, may be exposed to confidential information and that disclosure of such information could violate rights of private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of the agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the agreement by a party; (c) information that a party can establish by reasonable proof was in that party’s possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is considered an open public record pursuant to the Missouri Sunshine law.”

3. The following sections are hereby added to the Agreement:

“5) Miscellaneous Provisions

a) Compliance with Section 285.530 RSMo. PeopleAdmin shall comply with Missouri State Statute section 285.530 in that PeopleAdmin shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. PeopleAdmin shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. PeopleAdmin shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. PeopleAdmin shall require each subcontractor to affirmatively state in its contract with vendor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri.

b) Nature of Customer’s Obligations. All obligations of the Customer under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

c) Data Ownership and Security. PeopleAdmin and its software shall comply with the requirements of this Section. PeopleAdmin shall require its subcontractors or third party software providers or server owners to at all times comply with the requirements of this section. PeopleAdmin covenants that any data entered into the software from the Customer, its employees, applicants, or customers or derived therefrom (hereinafter “City Data”) shall be stored in the United States of

America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information belonging to either the Customer or its customers or users of the software and services. PeopleAdmin shall not sell or give away any such City Data. PeopleAdmin shall maintain the security of City Data and that of Customer's and any user that is stored in or in any way connected with software, services and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach as soon as possible. People Admin warrants that the software products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable program or the use of video or photographic content without the consumers consent. PeopleAdmin shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

d) Governing Law and Venue. The agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

e) General Laws. PeopleAdmin shall comply with all federal, state, and local Laws, statutes, ordinances, and rules and regulations.

f) HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, PeopleAdmin shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of PeopleAdmin, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontractor for part of the services), of anyone directly or indirectly employed by PeopleAdmin or by any subcontractor, or of anyone for whose acts the vendor

or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require PeopleAdmin to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

g) No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws."

4. The Parties agree to strike "(not to exceed 6% per renewal term)" from Section 3 of Exhibit A to the Agreement.
5. All other terms of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw *NT*

PeopleAdmin, Inc.

By: *Mike Kaminski* _____

Name and Title: *MIKE KAMINSKI, CONTROLLER*

Date: *11/7/2018* _____

ATTEST:

By: ~~*Arlo Trinidad*~~ *Arlo Trinidad* _____
ARLO TRINIDAD, PROPOSAL COORDINATOR
Name and Title