
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2015-014**

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION
OF ADDENDUM TO MAJOR ACCOUNTS AGREEMENT
BETWEEN THE CITY AND ADP.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

1st Ward	CHRISTINE BUCKNER	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. 2015-14

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ADDENDUM TO MAJOR ACCOUNTS AGREEMENT BETWEEN THE CITY AND ADP

Whereas, the City of Blue Island identified a need to retain specialized services and software to facilitate the management of employee benefits and other human resource related tasks;

Whereas, ADP is a recognized and respected provider of such services and has a history of working with local governments to increase operational efficiency; and

Whereas, the Council finds it is in the best interests of the City to enter into an agreement for ADP to expand the services currently provided to the City to include benefit and human resource related tasks;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

The authority under this Resolution shall extend to the execution of the addendum to major accounts agreement between the City and ADP, the terms of which shall substantially conform to the attached Exhibits A-D. The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

This resolution shall be in full force and effect upon its passage and approval as required by law.

SALES ORDER

City of Blue Island
 13051 Greenwood Ave
 Blue Island, IL 60406-2391
 United States

Today's Date: 4/13/2015
 Quote Number: 02-2015-741487.1

Control Start Date:

Executive Contact
Matt Anastasia
 Chief of Staff
 mjanastasia@cityofblueisland.org
 708-597-8600

ADP Sales Associate
Lauren Palmer
 lauren.palmer@adp.com
 (312) 935-7219

Number of Employees for Payroll processing : 200 on control: City of Blue Island

Monthly Fees	Count	Min	Base	Rate	Monthly Fee	Annual Totals
Workforce Now HR Solutions	200			\$8.00	\$1,600.00	\$19,200.00
Enhanced HR						
Compliance Reporting			HR Compliance Library			
Policy Acknowledgement			Global HR System of Record:			
Employee Development Tracking			- Multiple Language & Currencies			
Custom Fields			- Country Specific Workflows & Processes			
Organization Charting			- Country Specific Custom Fields & Formatting			
Employee and Manager Self Service			ADP Portal with Customized Content			
Paid Time Off Accruals			Access to Mobile Apps			
Enhanced Benefits						
Multiple Benefit Plan Types			ACA Compliance Dashboard			
Flexible Rate Structures			Dependent & Beneficiary Tracking			
Cobra Event Triggers			Employee Open Enrollment			
Notifications & Approvals			Invoice Auditing			
Benefit Plan Creation						

Billing for Essential Time, Benefits, Recruitment, Performance and Compensation Management will begin on the earlier of (i) the date that ADP Product or Service is available for use by the client in a production environment OR (ii) ninety (90) days from the effective date of this agreement.

Sub Total					\$1,600.00	\$19,200.00
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Invoice Details **Unit Fees**

Implementation Fees	Count	One Time Fee
Implementation for Workforce Now HR Solutions	1	\$5,000.00
Sub Total		\$5,000.00

Promotion:

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

Summary

Annual Total of Monthly Fees	\$19,200.00
Total One-Time Fees (Total of all one-time fees)	\$5,000.00

Start Date Type	Start Date	Goal
HR	7/20/2015	10 weeks

Contact Type	Contact	Phone
HR	Matt Anastasia	708-597-8600
Payroll	Matt Anastasia	708-597-8600
Executive	Matt Anastasia	708-597-8600
Client Security Master	Matt Anastasia	708-597-8600
Primary	Matt Anastasia	708-597-8600

Control Summary

	Control Name	Company Code	Pays
Control 1	City of Blue Island	D3C	200

Client agrees to direct debit of fees for service: Yes

Expiration Date: 5/28/2015

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

Client:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**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

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM
to
MAJOR ACCOUNTS AGREEMENT
between
ADP, LLC
and

(Insert Client Name)

This Addendum, made as of the ____ day of _____, 20____, by and between ADP, LLC ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068, and _____, having a principal place of business at _____ ("Client"), contains changes, modifications, revisions and additions to the Major Accounts Agreement between ADP and Client (the "Agreement").

WHEREAS, Client desires to receive Essential ACA services from ADP; and

WHEREAS, ADP is willing to provide such services;

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

The following new terms shall be added to the Agreement:

SECTION 1 OVERVIEW.

1.1 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. 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 1094c and 1095c forms, access to evidence of benefit offering information and benefit offering audit reports. Client must use ADP Workforce Now payroll, HR and benefits services in order to receive the Essential ACA solution.

1.2 Grant of License; Limitation on Use. ADP grants to Client a personal, non-exclusive, non-transferable right and license to use solely for the internal business usage of Client and only in connection with its receipt of the Essential ACA solution, the ADP Products delivered to Client, if any, in connection with the Essential ACA solution. Client will not copy, assign, loan, sub-license or otherwise transfer the ADP Products, or alter, modify or adapt (or cause to be altered, modified or adapted) the ADP Products. Client may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any ADP Products. Client will not publish the results of benchmark tests run with the ADP Products. CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF THE ADP PRODUCTS. Client's use of any pre-packaged third party software will be governed by the terms and conditions of the applicable third party license agreement delivered to Client with such pre-packaged third party software. Client will not (i) employ the development tools provided to Client, (ii) write or modify reports (excluding reports generated using ADP's ad hoc reporting tools provided to Client) or interfaces, or (iii) modify the database, in any way, except as expressly authorized by ADP.

1.3 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.

1.4 License to Client Content. Client hereby grants ADP 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 perform the Essential ACA solution.

1.5 Limitation on Client Content. Client is solely responsible for all Client Content and for obtaining all required rights and licenses to use and display such Client Content and to grant to ADP the licenses granted hereunder in connection with the Essential ACA solution. Client shall provide to ADP Client Content that does not contain any content or materials which are obscene, offensive, inappropriate, threatening, malicious, which violate 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 the System 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. "System" means, if applicable, the hardware, operating system software, web application, ADP Products, database programs and network connectivity.

SECTION 2 THE SERVICES.

2.1 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 (including, without limitation, Change Items) 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.

2.2 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 Addendum.

2.3 Client Indemnity. Client shall indemnify, defend and hold ADP harmless from and against any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and reasonable attorneys' fees), arising from or claimed to have arisen from the performance by ADP of the Essential ACA solution, including any such liability, claims, damages, costs or expenses arising from or claimed to have arisen from actions ADP performs in connection with the Essential ACA solution pursuant to any Client Files (as defined herein) supplied by Client or any instruction, request or representation of Client, except to the extent such liability, claims, damages, costs or expense arise from the negligence or willful misconduct of ADP, or any breach by ADP of this Agreement.

2.4 **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). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE ESSENTIAL ACA SOLUTION, THE ADP PRODUCTS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

SECTION 3 IMPLEMENTATION SERVICES.

3.1 **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 this Section 3. ADP will use commercially reasonable efforts to complete the implementation services in a timely manner.

3.2 **Conversion of Data; Required Timeline.** Client shall provide to ADP, and shall cause any third-party providers to 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 1094c and 1095c forms will be provided. For purposes of clarification and example, in order for ADP to perform the preparation and electronic filing of 1094c and 1095c forms in January of 2016, Client must provide the Client Files in accordance with the terms and conditions of this Addendum, 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. 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. ADP will notify Client when, in accordance with its normal acceptance procedures, the applicable Client Files have been successfully converted and when the Essential ACA solution are operational. 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 1094c and 1095c forms for that year and Client will not be eligible for credit of any fees paid for the Essential ACA solution for that year. The obligations described in this Section 3.2 shall apply to ongoing provision of Client Files to ADP by Client.

3.3 **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 Addendum 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.

SECTION 4 CLIENT VENDORS.

Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide the Essential ACA solution. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.

SECTION 5 RECORDS.

ADP is not, and will not be, Client's official record-keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP.

SECTION 6 REGULATORY FEES.

In the event that Client or ADP is subjected to any form of governmental or regulatory fees or charges related to the Essential ACA solution provided by ADP under this Addendum, such charges will be the responsibility of Client.

SECTION 7 LICENSED ENTITY.

Notwithstanding the use in this Addendum 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.

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 Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

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

ADP, LLC

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



ACA Services Statement of Work

TAXPAYER LEGAL NAME: City of Blue Island			
Legal Address 13051 Greenwood Ave		City, State, Zip Blue Island, IL 60406	County Cook
Payroll Contact Matt Anastasia		Executive Contact Matt Anastasia 708-396-7066	
Phone 708-396-7066	Email mjanastasia@cityofblueisland.org	Phone 708-396-7066	Email mjanastasia@cityofblueisland.org

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
 Check here if client does not need options 2, 3 or 4 below; If not checked, please select ONLY one of the 3 options listed below
- Option 2:** ACA Historical Hours Import: When client elects to upload up to 12 months of hours history themselves
 Client Elects: No Charge
- Option 3:** ACA Historical Hours Import*: When up to 12 months of hours history is required
 Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor
 Client Elects: \$1,000 Conversion Fee (SCN: 4Z R00116)
- Option 4:** 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
 Client Elects: \$2,600 Conversion Fee (SCN: 4Z R00111)

*For Options 3 or 4, Letter Agreement Required; Note prior vendor name here:

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

- Option 1:** Client does not need; Already has active plans with effective dating & historical data loaded in Workforce Now Benefits Module
 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) & Essential HR (WFN v2) clients that need a medical plan created, post migration, in Essential HR & Benefits. *Not needed for clients upgrading to Enhanced HR with Enhanced Benefits
 Includes: Creation of Current Plan, Enrollment & Dependent History going back to beginning of current calendar year
 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
 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
 Check here if client has a Fully Insured medical plan OR had the ADP Benefits Module active as of January 1
- Option 2:** ACA Dependent Load: Required only if Self Funded/Self Insured plans and client is setting up 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
 Client Elects: \$500 Conversion Fee (SCN: 4Z F00065)

Terms & 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 as set on the effective date shall not change, but any changes or additions to the statement of work shall be subject to price changes in the normal course of business, at ADP's discretion.

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

As part of the scope of this Statement of Work, customization projects will be maintained and supported by ADP within thirty (30) days following delivery. Ongoing phone support, additional change requests and customization upgrades, including those coinciding with new software releases, are available at additional cost. After this initial 30 day period, recurring maintenance fees if detailed in this SOW will apply to those Professional Services identified in this SOW

This Statement of Work is an addendum to the Agreement 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 Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

*This proposal expires thirty (30) days after Proposal Date if not signed by Client. Options & Rates above only apply to companies with 999 employees or less; Valid through 5/15/2015

ADP Sales Associate: Lauren Palmer	Date: 4/13/2015	Client Authorization:	Date:
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Workforce Now Sales Order

Est. Start Date	Prod. Code	Co. Code
04/13/15	10	TRS

TAXPAYER LEGAL NAME

City of Blue Island		
Legal Address 13051 Greenwood Ave Payroll Contact Matt Anastasia	City, State, Zip Blue Island, IL 60408	County Cook
Phone 708-396-7066	Email mjanastasia@cityofblueisland.org	Executive Contact Matt Anastasia Phone 708-396-7066 Email mjanastasia@cityofblueisland.org
Billing Address (if different from legal)	City, State, Zip	County

Sales Order based on	200	paid employee(s)
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Modules	Frag.	Processing	Implementation	Annual	Comments
Workforce Now - Additional Business Sale	Bi-Weekly				*Must have HR/Benefits Module - addl fees apply *Essential ACA is being sold to: a client implementing HR
♦ WFN HR Services:					
- Essential ACA - SCN ### - F01900; \$ 1.50 / Pay / Month	12	\$300.00	\$1,500.00	\$3,600.00	
- Annual 1094/1095C Reporting					*See ACA Services Statement of Work for a full detail of additional work and cost that may apply.
- Evidence of Benefit Offering Screens & Reporting					
- ACA Initial Configuration Includes:					*Only one sales order for Parent Code required.
- ACA Landing Page Setup					- include total employee count for all controls attached
- Measurement & Stability Periods Setup & Support					- to this Workforce Now database
*Billing: ACA and any other module added to HR's bundle is based on all employees in the database that have not been 'archived'. ADP will begin billing the ACA Fee upon activation.					
**Billing Frequency must follow how HR is billed					
					Special Notes:
Total per Processing Fee ⇒					\$300.00
⇒					\$1,500.00
⇒					
Total ⇒					\$3,600.00

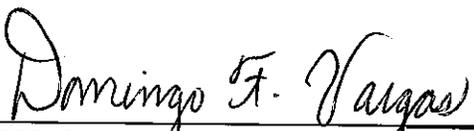
					DDF: x YES NO										
<input checked="" type="checkbox"/> New Client Parent Co. Code: Additional Business Parent Company					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>DM Name</th> <th>DM Code</th> <th>% Proc.</th> <th>% Setup</th> <th>Region</th> </tr> <tr> <td>Lauren Palmer</td> <td>261718</td> <td>100</td> <td>100</td> <td>4183</td> </tr> </table>	DM Name	DM Code	% Proc.	% Setup	Region	Lauren Palmer	261718	100	100	4183
DM Name	DM Code	% Proc.	% Setup	Region											
Lauren Palmer	261718	100	100	4183											

ADP Sales Associate	Date	Client Authorization	Date	Sales Manager	Date
X Lauren Palmer	4/13/2016	X			

ADOPTED this 28th day of April, 2015, pursuant to a roll call vote as follows:

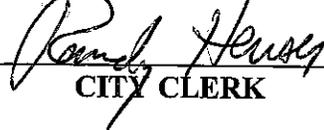
	YES	NO	ABSENT	PRESENT	ABSTAIN
Buckner-Cheatle			X		
Hawley	X				
Vieyra	X				
Bilotto	X				
Rita	X				
Donahue	X				
Stone	X				
Carr	X				
Ostling	X				
Pittman	X				
Johnson			X		
Frausto	X				
Thompson			X		
Johanson	X				
Vargas (Mayor)					
TOTAL	11		3		

APPROVED by the Mayor on April 28, 2015.


MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this

28th day of April, 2015.


CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, RANDY HEUSER, DO HEREBY CERTIFY that I am the duly elected City Clerk of the City of Blue Island, Illinois and as such City Clerk of the City of Blue Island, Illinois, I am the keeper of the minutes and records of the proceedings of the City Council of said City and have in my custody the Resolutions and books of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of that certain RESOLUTION: **A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ADDENDUM TO MAJOR ACCOUNTS AGREEMENT BETWEEN THE CITY AND ADP.**

RESOLUTION NO. 2015 – 014 Which was adopted at a regular meeting of the City Council of the City of Blue Island **11** Aldermen were present; that at said meeting, on motion duly made and seconded that said Resolution do pass and upon the roll being called the vote of each Alderman present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and his name and vote recorded in the minutes of the Proceedings of said City Council; that it appears from such recorded that **11** Aldermen Aye, **0** Aldermen Abstain, **3** Aldermen Absent and **0** Aldermen voted Nay.

I DO FURTHER CERTIFY that said Resolution was deposited in my Office on the **28th** day of **April, 2015**

I DO FURTHER CERTIFY that the original Resolution of which the foregoing is a true copy is entrusted in my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, the **28th** day of **April, 2015**.

CORPORATE SEAL

City Clerk



Resolution Authorizing the Execution of an Agreement with ADP

I. Introduction/Purpose

As of December 31, 2014, the Finance Department has been down a Human Resource Manager. Director of Finance and Administration, Matt Anastasia, and Accounts Payable Clerk, Pam Castro, have since assumed the duties of the Human Resource Manager without hiring another employee.

II. Discussion/Highlights

I have contacted ADP, our current payroll software provider, to see if there were any other options that we could add within our system that would help myself be more efficient with the Human Resource aspect of payroll. We were initially presented with a Comprehensive Payroll tool that would take away almost 90% of the day to day work for Payroll, however, it was too expensive. I requested, under the advisement of the Finance Chair, to ask if there was something in the middle of what we have now and the Comprehensive Payroll. The H/R Module, as presented, is a tool that will help integrate all of the City's benefits with the payroll database. ADP will do the reporting requirements for the ACA Healthcare reform on behalf of the City, while increasing the efficiencies of our day to day operations. The cost for this module is \$9.50 per employee, per month with a one-time implementation fee of \$5,000. This cost would come to roughly \$22,800 annually depending on the amount of employees at each time.

III. Conclusion/Recommendation

I recommend the passage of this resolution to allow for the City to enter into an agreement with ADP for the additional H/R module to help increase the efficiency within the Finance Department without having to hire an additional employee.

Prepared by: Matt Anastasia, Director of Finance and Administration