CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

WORK SESSION
March 21, 2016
6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. ALL AMERICA CITY AWARD

City Council will receive information regarding the City of Avondale's application for the National Civic League' 2016 All-America City Award. For information only.

3. POTENTIAL SOLAR PROJECT AT THE WATER RECLAMATION FACILITY

City Council will receive a presentation on a proposal to install a solar photo voltaic array at the waste water treatment plant to offset the cost of electricity and utilize power from renewable energy. For information, discussion and direction.

4 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

Notice is hereby given that pursuant to A.R.S. 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad politica haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes estos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los ninos no sten presentes durante la grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.

Category Number:
Item Number: 2.

CITY COUNCIL AGENDA

SUBJECT:
All America City Award

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Stephanie Small - Neighborhood and Family Services Director - 623.333.2711

THROUGH: David Fitzhugh, City Manager

PURPOSE:
The Mayor and City Council will receive information regarding the City of Avondale's application for the National Civic League's 2016 All-America City Award.

BACKGROUND:
The National Civic League was founded over 120 years ago by several leading municipal reformers including former President Theodore Roosevelt. The National Civic League's All-America City Award is now in its 67th year. In 2016, the All-America City Award will recognize ten communities for their projects, plans for the future, and community vision that demonstrate innovation, inclusiveness, impact, civic engagement, and cross-sector collaboration. The 2016 spotlight for the award are efforts focused on community-wide health and education strategies that enable all children to succeed in school and in life.

This year the organization is encouraging the submission of projects that address any barrier to children's success in school and life, including but not limited to attendance, health (of children, parents and community), positive discipline interventions, transportation, poverty, healthy food access, job opportunities (for students, parents and community members), affordable and safe housing, and safe and healthy natural environments. Their goal is to recognize local examples of innovative and effective community problem-solving that recognizes all influences on the success of children and uses all sectors to address those influences.

Eight communities in Arizona have received awards from the NCL. Previous Arizona awardees include; the Chandler (2010), Flowing Wells (2007), Goodyear (2008), Hayden (1988), Maricopa County (1954), Mesa (1978-79), Phoenix (1950, 1958, 1979-1980, 1989, 2009), and Tempe (1984-85, 2003).

DISCUSSION:

Each year the theme for the award changes to reflect the Leagues emphasis and area of concentration. This year's theme for the All-America City is 'Ensuring all children are healthy and supported to succeed in school and life". With our strong emphasis in supporting children and families, the City believed it has projects that would support the criteria for this year's theme. The City of Avondale submitted its letter of intent to apply for this year's All-America City Award on November 4, 2015.

A team of city staff which included a cross section of employees across several departments was formed to analyze the numerous programs for consideration. The team (Yesenia Castaneda, Cheryl Covert, Keisha Cyrianno, Dan Davis, Kirk Haines, Jennifer Griffin, Ava Gutwein, Christopher Lopez, Sandy Lopez, Pier Simeri, Janice Simpson, Stephanie Small, Sherie Steele and Christina Underhill) worked together over several months to compile statistical information and the necessary documentation to complete the 2016 application process.

Three projects were chosen for inclusion in Avondale's All-American City Award application - Kids at Hope, Care1st Avondale Resource Center and the Let's Move Initiative. The application was submitted on March 9th to the National Civic League. The City should receive notification by the end of April if selected as a finalist. If selected, a team which includes staff, community members and partners is required to travel to Denver, Colorado to present their application to a panel of judges. The following web site includes previous finalist presentations: https://www.nationalcivicleague.org/the-aac-experience/ .

BUDGET IMPACT:
The cost for the application is $200. The City of Avondale submitted the Notice of Intent to apply by the November 4th deadline. This reduced the cost for the application to $100. The cost for the application was funded in account 101-7500-00-6500. If selected as a finalist, travel costs may be incurred. Sponsorships will be sought to offset the cost with remaining expenses covered out of the Economic Opportunities Fund.

RECOMMENDATION:
For information and discussion.

ATTACHMENTS:

Description

Application

2016 All-America City Award Application
Spotlight: Ensuring All Children Are Healthy and Supported to Succeed in School and Life

Collaboration Partners: Attendance Works and Healthy Schools Campaign

Deadlines:

September 2015-February 2016: Monthly conference calls on spotlight and AAC process
November 4, 2015: Submit Letter of Intent to Apply (Letter of Intent is not required, however, save $100 on your application fee when you submit a Letter of Intent to Apply by November 4, 2015!)
March 9, 2016: Submit Application
April 2016: Finalists Announced. Finalist community delegations will be invited to Denver to present.
June 2016: Peer-Learning Workshops & Awards Presentation/Competition in Denver, Colorado.

Application Guidelines:

The National Civic League invites you to apply for America's original and most prestigious community award, now in its 67th year. In 2016, the All-America City Award will recognize ten communities for their projects, plans for the future, and community vision that demonstrate innovation, inclusiveness, impact, civic engagement, and cross-sector collaboration. The 2016 spotlight for the Award are efforts focused on community-wide health and education strategies that enable all children to succeed in school and in life. School attendance and healthy school projects are particularly welcome and in alignment with our collaborating partners, Attendance Works and Healthy Schools Campaign. We also welcome other projects that benefit all children, particularly at-risk children, using education and/or healthy community strategies. We encourage projects that address any barrier to children's success in school and life, including but not limited to attendance, health (of children, parents and community), positive discipline interventions, transportation, poverty, healthy food access, job opportunities (for students, parents and community members), affordable and safe housing, and safe and healthy natural environments. Our goal with this spotlight is to raise up local examples of innovative and effective community problem-solving that recognizes all influences on the success of children and uses all sectors to address those influences. For examples and ideas please see the resource section of this application for links to helpful information. Or contact National Civic League at 303-571-4343 or aac@ncl.org. This year, we are interested in recognizing not only the work that has been accomplished but also the plans and vision for future work. For that reason, we give you the option of telling us about vision or plans or accomplishments in your project descriptions.

A youth member of one finalist community is also recognized with the AAC Youth Award. Nominations for this award will be requested after finalists are announced.

Community Information

Community name and state: ___City of Avondale_____

Your community is applying as a:

___ Neighborhood ____ Village ___ Town ___ Tribe _X__ City ___ County ___ Region

If applying as a region, name participating communities: _____

If applying as a neighborhood, name city: _____

Has your community applied before? Yes (No) If Yes, which years:_____

Has your community been a Finalist before? Yes (No) If Yes, which years:_____

Has your community been an All-America City before? Yes (No)

If Yes, which years:_____

Contact Information

All-America City Award contact (primary contact person available throughout competition & follow-up):

Name: Stephanie Small Title (if any): Neighborhood and Family Services Director

Organization/Government/Other: City of Avondale

Address: 1007 S. 3rd Street City, State, Zip: Avondale, Arizona 85323

Phone (business/day): 623-333-2711 Mobile Phone_____

E-mail Address(es): ssmall@avondale.org

The applying community will receive a complimentary membership (or membership renewal if an AAC application was submitted last year) to the National Civic League for one year. To whom should this membership be directed?

Name Stephanie J. Small

Address 1007 S. 3rd Street

City, State & Zip Code Avondale, Arizona 85323

Phone Number 623-333-2711 Fax _____

Email ssmall@avondale.org

We agree to follow NCL's rules regarding use of the All-America City Award logo, a registered trademark of the National Civic League. We allow NCL and the All-America City Award to share this application and the information enclosed in it with the NCL and AAC networks to promote the work of our community. If we are named an All-America City, we agree to conduct a post-AAC conference call or regional forum for the AAC network that features our projects. In a pay-it-forward spirit, if named a finalist or All-America City, we agree to consider supporting AAC through an NCL membership for a minimum of the next three years.

Signature: Stephanie Small Date: 3/9/2016

Name: Stephanie Small Title: Director of Neighborhood + Family Services

Community Statistics and Map

Note: Use the most up-to-date statistics possible for your neighborhood, town, city, county, or region (source suggestions: U.S. Census Bureau, State Department of Economic Security, State Department of Finance, Department of Public Health, and local school statistics).

POPULATION (in year 2010 or most recent): 85,167

Source/Date: Census/Claritas, February 2016

POPULATION PERCENTAGE CHANGE 2000-2010 (indicate + or -): +103.48 %

Source/Date: Census/Claritas, February 2016

RACIAL/ETHNIC POPULATION BREAKDOWN:

White	25.0 %
Hispanic or Latino (of any race)	51.39 %
Black or African American	9.80 %
Asian	3.70 %
American Indian and Alaska Native (AIAN)	0.30 %
Mixed Race	0.26 %
Other	9.55 %

Source/Date: Census/Claritas, February 2016

MEDIAN FAMILY INCOME: $ 54,759

Source/Date: Census/Claritas, February 2016

PERCENTAGE OF FAMILIES BELOW POVERTY LEVEL: 13.74 %

Source/Date:

UNEMPLOYMENT RATE: 5.3 %

Source/Date: Bureau of Labor Statistics, February 2016

POPULATION BREAKDOWN BY AGE GROUP (percentages, if available):

19 years old and under	35.4 %
20-24	6.27 %
25-44	30.69 %
45-64	20.85 %
65 and over	6.79 %

Source/Date: Census/Claritas, February 2016

PERCENTAGE OF HOME OWNERSHIP: 61 %

Source/Date:

WORKFORCE DISTRIBUTION -- Name the three largest employment sectors (include military services and/or installations, if any) in your community and provide the percentage of total employed in each:

Retail	27 %
Education	21 %
Consumer Services	14 %

Source/Date: Maricopa County Association of Governments, Employer Database, February 2016

MAP -- Please attach a state map (8.5" x 11") with your community clearly marked

City of Avondale

Prepared By: Geospatial Services Division of Information Technology - March 2016

ALL-AMERICA CITY AWARDS CRITERIA

Civic Engagement and Collaboration: comprehensive citizen/resident engagement in decision-making and action planning, cross-sector collaboration (business, local government, nonprofits, military, etc.) and regional collaboration.

Inclusiveness and Diversity: recognition and involvement of diverse segments and perspectives (ethnic, racial, socio-economic, age, sexual orientation, gender expression, people with disabilities, and others) in community decision-making.

Innovation: creative use and leveraging of community resources.

Impact and Future Planning and Vision: demonstrable, significant, and measureable achievements from the past 5 years (for example: reduction in chronic absenteeism rates, increased access to school health services, improved student fitness scores, increased number of affordable housing units, or improved third-grade reading levels). Especially for communities who have recently begun this work, we also welcome a description of a community-wide vision or long-term plan to address local challenges, particularly in projects that address the community's greatest challenges.

Resources Available to You

As you fill out this application, it may be helpful to consult the following material:

1. For questions to help evaluate your civic infrastructure--***NCL's Civic Index***. Ask for a free copy! AAC@ncl.org
2. To help identify associations and their impact in your community--***New Community Tools for Improving Child Health: A Pediatrician's Guide to Local Associations***. (Provided by permission of co-author John McKnight) http://www.abcdinstitute.org/docs/Pediatricians.pdf
3. For an asset-based framework--***Discovering Community Power: A Guide to Mobilizing Local Assets and Your Organization's Capacity.*** (Provided by permission of co-author John McKnight) http://www.sesp.northwestern.edu/images/kelloggabcd.pdf
4. ***National Civic Review* Articles**:
    a. *Tackling Chronic Absence Starting in the Early Grades: What Cities Can Do to Ensure Every Child Has a Fighting Chance to Succeed*
    b. *What Makes an All-America City?*
5. Previous All-America City presentations
6. www.attendanceworks.org **Attendance Works** is a national and state initiative that promotes better policy and practice around school attendance. We promote tracking chronic absence (missing so much school for any reason including excused and unexcused absences) beginning in kindergarten, or ideally earlier, and partnering with families and community agencies to intervene when poor attendance is a problem for students or schools. Interested in learning more? Watch this Bringing Attendance Home video.
7. www.healthyschoolscampaign.org **Healthy Schools Campaign** has developed an effective approach that is helping transform the school experience for children in Chicago and across the nation. This means working at multiple levels — with individual schools, throughout Chicago and nationally. The goal is a future in which all students have access to a school environment that provides healthy food, physical activity, nutrition education and health services. This gives students the opportunity to develop the knowledge and skills to live healthy lives. Learn more about our work on this site — from **food policy** to **environmental justice** and much more.
8. http://gradelevelreading.net/ **The Campaign for Grade-Level Reading** is a collaborative effort by foundations, nonprofit partners, business leaders, government agencies, states and communities across the nation to ensure that more children in low-income families succeed in school and graduate prepared

for college, a career, and active citizenship. The Campaign focuses on an important predictor of school success and high school graduation—grade-level reading by the end of third grade.

PART I: TELL YOUR COMMUNITY'S STORY

Tell us your community's story. Focus on the last ten years of your community's progress and development and how that has benefited your residents. Utilizing the awards criteria (above) describe how your community addresses its pressing challenges and plans for its future. How are citizens/residents involved in planning and implementation? Provide examples of cross sector collaboration among the neighborhoods, government, businesses, and nonprofit organizations engaged in these efforts. How is the community illustrating diversity and inclusiveness? What is your community's vision? Include real examples of how your community has demonstrated its strengths, innovations, and faced its challenges. Don't forget to tell us about the people in your community. (2,000 word maximum)

Avondale

Avondale, Arizona is situated in the southwest region of the Phoenix Metropolitan area and resides in Maricopa County; the fourth most populous county in the United States. The City of Avondale is proud of its rich history rooted in the agriculture industry. Agriculture was the first economic engine in the community during the early 1900s and farm working settlers that came to Avondale helped to shape the diverse growing community we enjoy today. In the last decade, population growth took place at a rate of approximately 103%, making Avondale one of the fastest-growing cities in Maricopa County and in the country. Avondale's current population is estimated at 85,167 and is projected to rise to 106,000 by 2020.

The Avondale community boasts a young population with a median age of 29 years. There are homes in virtually every price range and a strong sense of community that welcomes families. Avondale government actively engages with its residents while strongly supporting and encouraging business. In keeping pace with the young and growing population, the city is focused on providing an assortment of cultural, economic, recreational and educational opportunities while attracting quality businesses and employers to the area in a variety of industries.

Avondale offers nearly 200 acres of parks and 7.5 miles of lakeside trails providing parents and their children a range of options of both active and passive activities. Attractions include the Tres Rios Base Meridian and Wildlife area, with a rich riparian habitat, located along the Gila River abounding with many species of fish, birds and small wildlife and offering various recreational opportunities. In addition to outdoor sports recreational venues, the Randall McDaniel Sports Complex offers 83,000 square feet of indoor arena type sports including soccer leagues for all ages and indoor courts for basketball and volleyball. The city hosts events at these locations throughout the year that serve to introduce our residents to all that Avondale has to offer to support an active and healthy lifestyle.

Avondale offers a wide range of educational opportunities ensuring the foundation for a diversified workforce and several post-secondary educational options for our residents. Avondale is home to Estrella Mountain Community College (EMCC), Rio Salado College and Universal Technical Institute. The city partners and collaborates with the schools to provide internship opportunities and promote various education and outreach initiatives.

Once primarily a sparsely populated farming community with many acres of alfalfa and cotton fields, Avondale transformed into a bedroom community during the housing boom of the early 2000s. To serve Avondale's growing population, the city has worked hard to attract new businesses both large and small that serve to provide employment opportunities close to home for our residents.

To that end, a dynamic Healthcare Corridor has emerged. Uniquely situated between two major hospitals, our Healthcare Corridor has become the location-of-choice for specialty personalized healthcare in the Southwest Valley. Our most recent healthcare corridor developments have provided more than $45 million in capital investments to our community, and have supported 400 net new, high-wage jobs, and services to our most vulnerable populations in Avondale.

Additionally, Avondale has welcomed Main Event Entertainment, the fastest growing bowling-anchored entertainment center in America, which has provided 150 jobs to residents, many of whom are teens seeking their first employment opportunity. In the manufacturing sector, Copper State Rubber will be breaking ground on a 150,000 sq. ft. development which will add jobs to the region as well.

Resident Involvement, Cross-sector Collaborations –

Annual Resident Survey:
Over the last decade, Avondale has strived to connect with it citizens in many different ways. The city conducts an Annual Resident Survey whose results serve to inform future planning, budgeting and programming needs. The survey also measures the level of satisfaction of city-provided services. Each year the city reaches out in various ways to increase the number of surveys received from the prior year, and has done so successfully. The survey is collected both electronically and on paper and is available at various city buildings, via email, on the city website and at Avondale's annual Resident Appreciation Night event. Social media posts with a link to the survey are posted throughout the survey period as well.

Rebranding Initiative:
In 2013, in response to the recent population growth, the decision was made to begin a rebranding initiative that would focus on the city's current profile and its future. The rural-inspired logo no longer reflected the city's identity as new development sprouted from what were once cotton fields. Avondale set out to define its new identity and develop a brand that would be embraced by residents, businesses, developers and visitors alike.

Through this process, city staff engaged more than 16,000 individuals through various focus groups, individual surveys and community meetings. This resulted in 25 diversified focus groups that were engaged and an integral part of the process including citizens, developers, businesses, education representatives and youth, faith-based organizations, non-profits and other stakeholders. In addition, some 20,000 surveys were sent out electronically to residents and businesses with great success. The response rate, which would typically be approximately 3% – 4% for this type of survey, was much higher than anticipated and came in at 10%. Even more telling of the level of engagement was the fact that 75% of those responding included written input in their response.

The new logo breaks the traditional local government logo that tends to focus on geographic location. Avondale's new logo and tagline brings the focus to its people. The rebranding initiative has provided and solidified a true sense of place for residents and business owners. The new tagline, which is described in greater detail later in this narrative, has served to spotlight and draw attention to Avondale's achievements and has created a forward-thinking culture.

Since the initial launch in May 2014, the city continues to drive the initiative forward through various outlets including social media and logo-inspired collateral. The rebranding initiative has received the following awards:

- National Civic Engagement – Project of the Year, Governing Institute, 2015
- National Savvy Award – Marketing Tools, Branding, City-County Communications & Marketing Assoc. (3CMA), 2015

Diversity & Inclusiveness –

Tale of Two Cities Parade & Festival – an International Celebration:
Avondale has partnered with the City of Goodyear and Estrella Mountain Community College for the last several years to bring this large scale event to our residents. Each year, the parade and festival event proudly celebrates a variety of diverse cultures represented through people, arts, crafts, music, traditions, cuisine and much more. In partnership with the U.S. Immigration and Naturalization Services, the festival hosts a Naturalization Ceremony where as many as 150 area residents take the Oath of Allegiance and become United States citizens. This event is a coordinated effort of two diverse cities coming together for common celebration and to share the history, traditions and people that make our communities thrive.

This event has received the following accolades:

- Cultural Diversity Award (2nd place), National League of Cities, 2014
- Outstanding Event of the Year, AZ Talent in Event Concepts, 2015

Goodyear Farms Historic Cemetery –
Goodyear Farms Historic Cemetery honors the legacy of those who laid the foundation for the diverse and culturally aware community that Avondale has come to be recognized for. The city strongly supports the preservation, education, and maintenance of this historic site as a tribute to the lives that helped shape the community we love; a community that is welcoming and continues to embrace our diverse heritage.

Located in the heart of Avondale is the Goodyear Farms Historic Cemetery. Established in 1917 to bury deceased employees of Goodyear Farms, the cemetery not only holds the remains of Hispanic workers but also their stories and their significant contributions to the area's identity. During the flu epidemic of 1918, the site received a large number of those who did not survive and numerous military veterans. Though time and the elements have left many graves unmarked or with only simple crosses and dates, descendants, activists, community leaders, and others see the site as a substantial part of Avondale's rich cultural heritage.

The cultural contribution extends well beyond the diversity of ethnicity that has molded this tight-knit community. Lifestyle lessons from the migrant farm culture have left an indelible mark on the Avondale culture. Today, much like in the time of the labor camps, Avondale is known for its closely-knit community and its readiness to welcome visitors and new residents alike.

Each year, the city supports a Dia de Los Muertos (Day of the Dead) Celebration that is organized by a local dance organization, Ballet Folklorico Esperanza. This event brings together numerous community members, performers, and City Officials in a celebration of cultural remembrance of those who have passed and serves as a glimpse into the cultural traditions that are a large part of Avondale's history and its people. The Goodyear Farms Historic Cemetery was recently awarded 2nd Place in the 2016 National League of Cities Cultural Diversity Awards.

One Step Beyond Partnership –
One Step Beyond (OSB) is a non-profit organization that works with developmentally disabled adults to give them the support necessary to be independent adults under some guided supervision. In 2015 the Turning Page bookstore opened its doors at the Avondale Civic Center Library. This program is made possible through a partnership between the City of Avondale who provides space in the library and OSB who manages and operates the bookshop filled with unique items crafted by the OSB participants and donated books for sale. All proceeds help support the One Step Beyond program.

Community Vision –

Through the rebranding initiative, a theme emerged: three words began to stand out when describing Avondale; aspiring, achieving, accelerating. More valuable than just providing the city with its new identity, these words demonstrate the pride residents and business owners felt toward their community. As the conversations continued and design of a new logo was underway, the Avondale Story was written – a story that depicts how residents and business owners feel about their city.

The Avondale Story is this: Avondale is a family-friendly community where people share a deep sense of pride in what has been accomplished and how far we have come. In Avondale, there is a strong belief that the blending of a broad spectrum of cultures comes from a true sense of harmony throughout the community. Here, people and businesses are welcomed with open arms and supported in a way that exemplifies a progressive, intelligent and driven city, ready to take on the future.

Community Strengths, Innovations and Challenges –

Aligning with our community vision, Avondale's City Council created an innovative program to help spur development opportunities that provide our residents with amenities and jobs through the Accelerate Opportunity Now program. This is an annual $2 million development incentive program that provides a 20% discount on development impact fees for new residential, commercial and office projects. Avondale's newest 58,000 square foot family entertainment facility, Main Event, took advantage of this program, which not only provides amenities for our residents, but over 150 jobs for many of our youth entering the workforce for the first time.

As development grows, nurturing a community equipped with a broad spectrum of opportunities is paramount, with education as the foundational element. Similar to many other municipalities, Avondale has a strong focus on supporting education but is challenged without having direct administrative impact. City Council has taken an innovative approach to supporting and partnering educational efforts by designating each Council Member to a specific school district. Through partnering relationships, district needs are readily identified and collaborative partnerships with various stakeholders are brought to the table to solve challenges with limited resources.

An example of Avondale's innovative approach was bringing together the extended community, educators and stakeholders in a unique day-long problem solving Education Summit. This program bolsters community ownership and develops strategies that increase educational successes and outcomes that are accessible to all students, while strengthening commitment from all partners. These approaches develop a healthy sustainable community by promoting a broad array of opportunities for tomorrow's community leaders.

PART II: DESCRIBE THREE COMMUNITY-DRIVEN PROJECTS

Describe your three best projects that have a compelling community-wide vision or short- or long-term plan or have resulted in significant local impact and action planning within the past five years. We welcome descriptions of projects that ensure the success of all children, including at-risk children, through health or healthy community strategies; and/or education strategies particularly those seeking to improve attendance in school; and/or projects that reflect the intersection of health and education. Past All-America City Award applicants have highlighted projects to increase third grade reading success for at-risk children, to increase health care for underserved populations, to create new businesses and jobs, to revitalize downtown, to engage youth in identifying and planning services and facilities, to promote cross sector collaborative centers, to increase fiscal sustainability, to develop emergency disaster plans, to recover from a natural disaster, and more. For 2016, NCL invites all applicants to include at least one project in their application that spotlights your community's approaches to ensuring all children are healthy and succeeding in school. Be sure to tell us how each of these projects promote civic engagement, collaboration, inclusiveness, innovation, and impact. See criteria above and consult NCL's Civic Index – available at no cost to applicants. Request it at aac@ncl.org.

PROJECT ONE

Provide the project name and a description of its vision or plan for future work or qualitative and quantitative impacts in the past five years. *(2,000 word maximum)* Tell us the challenge being addressed, actions taken, and the impact/outcomes of this project on your community's residents.

Provide the name of the primary contact for the project. Name & title, organization, address, telephone, and e-mail address. *(This person may be contacted to verify information.)*

Rick Miller – Executive Director, Kids at Hope
2501 W. Dunlap Suite 155
Phoenix, AZ 85021
rick@kidsathope.org
602-674-0026

Kids at Hope is a cultural framework and holistic youth development strategy designed to create an environment where all children experience success. The intent of the program is to make Avondale a community in which children and youth experience positive outcomes in school and at home. Beginning in July 2008, the City of Avondale began efforts to promote Kids at Hope as a foundation for serving Avondale children by providing training to school districts, city staff and community leaders.

In September 2009, the City of Avondale became the nation's first official Kids at Hope City when the City Council signed a resolution demonstrating a commitment to learn and share a set of principles and practices that support the success of all children, without exception. The City Council has embraced the philosophy and played a leadership role in promoting Kids at Hope. The Neighborhood and Family Services Department coordinates a training program to enable school districts and community organizations to adopt the belief system and practices.

Chris Lopez, Avondale's Youth Development Coordinator, works directly with organizations in the community to promote the cultural framework and generate commitment. Kids at Hope has provided the city the means to have a positive effect on the lives of nearly every school age child in our community. Avondale recognize that cities have a responsibility that goes beyond providing direct programs and services. While the city continues to provide a variety of recreational and youth development programing to youth and teens, it has made significant strides toward uniting a community around a shared belief. In support of the Avondale Kids at Hope initiative, the city provides a half-day introductory training and a two-day Train-the-Trainer program on the Kids at Hope philosophy at a cost $4,500. Historically, the training targeted educational institutions but has since expanded to include Juvenile Probation community members representing non-profit agencies, businesses and families.

Prior to Avondale becoming a Kids at Hope City, the Pendergast Elementary School District was the only Kids at Hope District serving Avondale. Within a year of signing its resolution, the city provided the initial trainings and encouraged both the Littleton Elementary School District and the Avondale Elementary School District to adopt Kids at Hope district wide. In just one year, Avondale accomplished its first major goal to weave Kids at Hope into the fabric of its culture. The addition of the Littleton Elementary School District and the Avondale Elementary School District as Kids at Hope practicing districts introduced the remarkable power of Kids at Hope to over 22,000 school age children. Since adopting Kids at Hope in September 2009 over 300 adults have received formal Kids at Hope training via city sponsored events. The student population feeding into the three elementary school districts is rich in their diversity and culture. With over 80% of student population from families where English is not the primary language, Kids at Hope creates a conduit to instill success regardless of race, ethnicity or socio-economic background.

At the start of the initiative, Avondale projected that it would provide direct training to 40 adults each year. Over the past three years, Avondale has far exceeded this goal and has provided training to over 300 adults to date. These figures reflect only a portion of what has been accomplished since the adoption of the philosophy. Avondale's Kids at Hope initiative is designed to build community wide capacity. City sponsored Kids at Hope trainings inspire, empower and transform. The technical support and training provided by the City of Avondale and Kids at Hope have empowered and prepared both the Avondale Elementary School District and the Littleton Elementary School District to adopt the Kids at Hope initiative district wide.

The Avondale Kids at Hope initiative is an extremely innovative response to the needs of families in our community and an effective approach to improving the lives of children and youth. This initiative demonstrates that cities and towns have a greater responsibility than simply providing recreational or youth development programming. The Avondale Kids at Hope initiative is an example of how a community can rally around a common belief and support all children without exceptions. The City of Avondale invites all interested parties to learn how an entire community can create a culture that views all its children as "at hope" vs. "at risk" by adopting a paradigm supported by evidence based practices used by schools, recreation departments, police departments, faith based groups, community based organizations and families. Each group suspends self-interest, shares resources and agrees to engage in an effort larger than anyone group can achieve alone.

The greatest obstacle experienced in launching the Avondale Kids at Hope initiative has been convincing organizations to temporarily suspend self-interest and attend introductory Kids at Hope training with other stakeholders from the community. Leadership provided by former Mayor Marie Lopez Rogers was instrumental in asking groups to participate in something larger than anyone of them could achieve alone, which is supporting the success of all children, no exceptions. No single group can achieve that, but a community can.

The research-based belief system, Kids at Hope, reverses the paradigm of "kids at risk." It states and demonstrates that "All children are capable of success, No Exceptions," and the city has introduced this belief system into every department, from the police force to the library to parks and recreation. A number of schools and other organizations including the Boys and Girls Club, Jobs for Arizona Graduates, and Teen Outreach Pregnancy Services, have attended Kids at Hope trainings or expressed an interest in doing so.

As a Kids at Hope community, Avondale made a commitment to learn and share a set of principles and practices that can support the success of all children, without exception. This commitment includes:

- Advancing the belief and practice that all children are "at hope" and all are capable of success, No Exceptions!
- Branding and promoting the community as one which has adopted Kids at Hope, and celebrating National Kids at Hope Day/Week in November to rally interest around the belief, principles, and practices.
- Sponsoring at least one 4-hour seminar a year for all interested adults in the community to learn about the research behind Kids at Hope, its principles and practices, and how that information can empower each adult to help all children succeed.
- Sponsoring at least one 2-day Train the Trainer Certification Academy each year, in which adults from all walks of life can be empowered to train other adults about Kids at Hope, as well as advancing the principles and practices in their own organizations.
- Ensuring that city departments engaged in children and youth services model Kids at Hope principles and practices.
- Being willing to share with other communities and organizations its experiences with Kids at Hope through on-site visits, publications, and attendance at conferences sponsored by Kids at Hope or other entities committed to advancing knowledge and success with all children.

An eight year study determined the five most powerful and forceful practices which support three universal truths. Those truths are:

Three Universal Truths

- Children succeed when they are surrounded by adults who believe they can succeed, no exceptions.
- Children succeed when they have meaningful and sustainable relationships with caring adults
- Children succeed when they can articulate their future in four domains rather than one: Home and Family; Education and Career; Community and Service; and Hobbies and Recreation.

The first truth revolves around meaningful and sustainable relationships with caring adults. These relationships are commonly referenced as the four Elements of Success or the Four ACES: Children from Avondale's elementary school districts describe their ACES as such:

The **ACE of Hearts** identifies the anchor parent -
"My mom is my support, she encourages me to do my best, she helps me when I need it and she celebrates my success." B. Parks, 4th grade

The **ACE of Clubs**, all other caring adults who can positively influence a child -
"Ms. Aguilar represents Kids at Hope because she teaches with kindness and respect to others. She also teaches us to be confident and proud of our work." Ashley, 2nd grade

The **ACE of Spades** (now known as the Treasure Hunting ACE) which refers to those unique individuals who can uncover the treasures and talents often buried in our most vulnerable children -
"Mrs. Stoltenberg is an ACE of Spades for her class. She holds high expectations for us and knows we can accomplish anything. She knows that we are scholars!" Julia, 4th grade

The **ACE of Diamonds** recognizes those important adults who facilitate children's pathways to success by exploiting, uncovering, and nurturing their intelligence and talents - .
"Adults in my school inspire me to be a better student and shows through the work that they give me. When they are proud of me it is a huge honor and empowers me to never give up." Culp, 4th grade

Below is a link to videos on the website where students discuss their Kids at Hope Artwalk project:
http://www.avondale.k12.az.us/kids_at_hope/art_walk_of_hope_student_artists/

The second requirement for creating a cultural framework was *Destinations,* where one needs to contribute to succeed. Kids at Hope's research revealed that "success" is *somewhere* rather than *something*. These destinations included: Home & Family; Education & Career; Community & Service; and Hobbies & Recreation. This distinction also introduced an enhanced understanding of the concept of HOPE (children who visualize a future within these destinations are expressing a sense of hopefulness). Supporting a child's sense of future is paramount to instilling hope. Accordingly, it also encourages all groups and individuals to empower their children to achieve their goals by sharing a common understanding and language about success.

The city continues to promote Kids at Hope as a foundation for serving children through training, outreach, taskforce groups and its annual National Kids at Hope day celebrations. Mayor Kenn Weise and the City Council has continued to support Kids at Hope through participation in annual trainings and most recently, a special presentation by guest speaker Antwone Fisher. The city has formed partnerships with businesses such as Peter Piper Pizza to sponsor a litany of youth initiatives and activities. Avondale has created a culture and will continue to foster a community where "All children are capable of success… no exceptions".

PROJECT TWO

Provide the project name and a description of its vision or plan for future work or qualitative and quantitative impacts in the past five years. *(2,000 word maximum)* Tell us the challenge being addressed, actions taken, and the impact/outcomes of this project on your community's residents.

Provide name of the primary contact for the project. Name & title, organization, address, telephone, and e-mail address. *(This person may be contacted to verify information.)*

Anna Maria Maldonado – Director of Sales & Marketing, Care1st HealthPlan of Arizona
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Care1st Avondale Resource Center

The first of its kind in the Southwest Valley, the Care1st Avondale Resource Center (RC) is a multifaceted hub for human services made possible by the innovative public and private partnership between the City of Avondale, Care1st HealthPlan of Arizona and the Southwest Regional Council for First Things First. This one stop shop of human and social services was created to serve Maricopa County's highest density of vulnerability and to enhance a young fragmented human services infrastructure.

Due to the economic environment created by the recession, Avondale community needs significantly increased. At this time, 20% of homes were in foreclosure and unemployment was at an all-time low. As a small municipality with minimal funding and resources, the City's ability to address those needs were limited. In 2008 Care1st Health Plan Arizona approached the City with the offer to fund a resource center in Avondale. With relatively minor renovations, the former library building was converted into a resource center. With transportation to services as a major barrier, the center is conveniently located in Historic Avondale which is home to our most vulnerable population. The center provides convenient, comprehensive human and housing services to the community by providing space for non-profit organizations to operate.
The resource center opened its doors in April 2009 with four agencies providing nutrition services, health insurance enrollment, GED classes and early childhood education. It has since expanded to provide an array of services to include, but not limited to: financial education, rental/mortgage/utility assistance, employment services, citizenship classes, English tutoring and developmental/dental/vision/hearing screenings through 20 in-house partners and direct service and referrals with over 100 human service providers. Through consistent adjustment of programs and services based on a community needs assessment, the Center has experienced a significant increase in utilization of services provided within the facility. There was a 142% increase in individuals utilizing the Center from 2010 to 2015. Currently, the Center serves nearly 6,000 people per month with over 70,000 served in 2015. Over 300,000 people have been served since the doors opened in 2009. *(See Figure 1)*

Care1st Avondale Resource Center Utilization							
	2016*	2015	2014	2013	2012	2011	2010
Total # of individuals utilizing the Center	10,778	70,257	60,114	52,794	44,098	34512	29052
% Increase from the previous year	-	16.87	13.86	19.71	27.77	18.79	n/a
**** As of February 2016***							

Figure 1

Recognizing that government cannot solely fulfil the entirety of human services needs for the community, the City of Avondale has made a concerted effort to partner and collaborate with an array of agencies uniquely qualified to provide specific services to each family's needs.

Due to the sheer volume of the amount of service providers partnering with the center, we would like to highlight three agencies whose programs results and indicators closely align with this year's All-America City Award.

One of the major needs identified through gap analysis and community surveys is the lack of health insurance for those living below the federal poverty level. The City explored a conduit to meet this need through our partnership with First Things First. This funding allowed us to contract with an organization that provide health enrollment services. Currently, Helping Families in Need provides these services through the Care 1st Avondale Resource Center. Their data shows a consistent and ongoing need for health insurance enrollment, food stamp assistance, and cash assistance to our community. Over the past five years, HFIN has enrolled on average 3,500 people per year.

The City of Avondale Community Action Program has been in operation for over 30 years. As a subrecipient through Maricopa County the program provides utility, mortgage, and rental assistance to families in crisis. An important component of community action is assisting families in becoming self-sufficient. The Avondale's CAP Office supports families through case management and has developed a level of trust in the community. CAP recognized the client needs centered around health insurance enrollment, nutrition assistance and support for families with children 0-5 years of age. Each demographic was an area of concentration for the RC since inception. By relocating CAP to the Resource Center in March 2013, clients with rigid employment schedules and transportation barriers received more efficient services by all human service providers. *(See Figure 2)*

Community Action Program NASCSP Statistics FY 2012 - 2016

	2016*	2015	2014	2013	2012**
Unduplicated persons served	1245	1932	1963	1762	5587
Number of Unduplicated households served	354	555	589	502	2141
Children 0-5 yrs.	151	259	254	238	605
Receiving Food Stamps	272	424	483	422	1503
No Health Insurance	130	298	326	286	2824
Hispanic *(self-reported)*	552	911	910	677	3158
Non-White*(self-reported)*	808	1204	1119	1021	3961
High School graduate	189	295	320	251	876
12+ Post-Secondary or 2/4 yr. college grad	175	289	300	283	334

As of 3/3/2016
***** The service delivery model changed significantly from 2012 to 2013.***

Figure 2

The City of Avondale and its community partners have identified the Historic Avondale area as a food desert. The RC's central location is ideal to sustain a means to address the nutritional needs of Avondale families as well as those in the Southwest Valley. Adelante Healthcare (WIC) joined the Care1st Avondale Resource Center in 2009 to provide nutrition assistance and education to pregnant women and children 0 to 5 years of age. The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), operated through Adelante Healthcare, provides health care referrals, and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk. In 2015, WIC served 31,387 individuals. To meet the unique needs of our community, the center has adapted and modified its service delivery model based on community input and demands and will continue to make adjustments as the center continues to grow.

A recent jewel in the resource center's crown is the Siemer initiative. Valley of the Sun United Way (United Way) working, in agreement with the Siemer Institute for Family Stability (SIFS) established by the Siemer Family Foundation, initiated a pilot program designed to prevent family homelessness and reduce student mobility within

the City of Avondale. A New Leaf, a local non-profit, oversees the initiative which utilizes the Care1st Avondale Resource Center for case management.

The program's success is based on intervention, prevention and education. Case managers work intensively with Avondale Elementary School District families for up to eighteen months to create a plan for the family to become successful and to provide stability. The intensity, frequency and duration of assistance are based on the specific needs of each family. This program complements the Resource Center's holistic approach to serving our most vulnerable families. *(See Figure 3)*

Siemer Institute Family Stability (SIFS) Initiative - Avondale					
	Outcomes	**% of Families**	**% of Children**	**% of Parents**	**% of Adults**
Financial Stability	Improved their financial outlook	63.6%	-	-	-
	Basic needs met	96.9%	-	-	-
	Family Stability Case Plan	100%	-	-	-
	Completed workshops/training/educational session	-	-	48.7%	-
Education	Remained in their school of origin	-	88%	-	-
	Maintained or improved school attendance.	-	88%	-	-
	Maintained or improved in-school behavior.	-	86%	-	-
	Maintained or improved grades	-	90%	-	-
Housing	Secured stable housing	99%	-	-	-
	Avoided an eviction or foreclosure.	99%	-	-	-
Employment	Obtained employment	-	-	-	44%
106 Families Served as of March 2016 *240 Children Served as of March 2016*					

Figure 3

Future Vision of the Care1st Avondale Resource Center

With funding provided by Care1st Health Plan of Arizona and First Things First, the City of Avondale continues to identify human and housing service needs as well as recruit agencies to provide these services. Currently, the resource center has grown beyond its walls, and staff has made efforts to bring programming to libraries and schools located in the surrounding community. The services provided at the resource center are essential to the revitalization of the Historic Avondale area as well as the greater Southwest Valley.

The Southwest Regional Council of First Things First has identified the formation of resource centers as a key strategy to ensuring the success of children ages 0 to 5. The Care 1st Avondale Resource Center remains a best practice example throughout the state of Arizona and at least 4 centers have been created in recent years based on Avondale's model. For more information regarding the Care1st Avondale Resource Center, please click the link below.

https://www.care1st.com/az/aboutus/care1st_resource_center.asp

PROJECT THREE

Provide the project name and a description of its vision or plan for future work or qualitative and quantitative impacts in the past five years. *(2,000 word maximum)* Tell us the challenge being addressed, actions taken, and the impact/outcomes of this project on your community's residents.

Provide the name of the primary contact for the project. Name & title, organization, address, telephone, and e-mail address. *(This person may be contacted to verify information.)*

Kirk Haines- Parks and Recreation Director, City of Avondale
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11464 W. Civic Center Drive
Avondale, Arizona 85323
623-333-2411

Avondale Let's Move Initiative

Let's Move! Cities, Towns and Counties (*Let's Move*) is a key part of First Lady Michelle Obama's *Let's Move!* Initiative and helps local elected officials, their staff and communities ensure all children grow up healthy and have the ability to reach their full potential. In partnership with the U.S. Department of Health and Human Services, the National League of Cities (NLC) provides a framework and resources to support participating local elected officials in their efforts to address the policy and environmental factors that contribute to childhood obesity. The *Let's Move* initiative calls upon local elected officials to adopt sustainable and holistic policies that improve a community's access to healthy affordable food and opportunities for physical activity.

All *Let's Move* sites have the opportunity to earn up to five gold medals, one for each actionable goal to which they commit as part of the initiative. Medals are awarded to the city or county based on their achievements in the five goal areas as described below:

Goal I: Start Early, Start Smart – To provide children with a healthier start, local elected officials commit to helping early care and education providers incorporate best practices for nutrition, physical activity and screen time into their programs.

Goal II: My Plate, Your Place – To empower parents and caregivers, local elected officials commit to prominently displaying My Plate in all municipal or county venues where food is served.

Goal III: Smart Servings for Students - To provide healthy food in schools, local elected officials commit to increasing participation in the School Breakfast Program (SBP) and the National School Lunch Program (NSLP).

Goal IV: Model Food Service – To improve access to healthy, affordable foods, local elected officials commit to implementing healthy and sustainable food service guidelines that are aligned with the Dietary Guidelines for Americans in all municipal and county venues that serve food.

Goal V: Active Kids at Play – To increase physical activity, local elected officials commit to mapping local play spaces, completing a needs assessment, developing an action plan, and launching a minimum of three proven policies, programs or initiatives aimed at increasing access to play.

Avondale committed to the *Let's Move* program in 2012, recognizing that the *Let's Move* goals were aligned with many of the city's programs and activities geared toward building a healthy and sustainable community. Using the framework provided by the *Let's Move* initiative, Avondale improved upon or developed new strategies/programs

to ensure all five goal areas were being met. In 2014, as a result of several city departments' efforts toward improving healthy options and opportunities, Avondale became the first Arizona municipality to achieve gold medal status in all five of the goal areas. This achievement demonstrates Avondale's commitment to ending childhood obesity and improving the health of our residents.

Parks & Recreation:

Avondale Parks and Recreation is committed to helping youth be active and learn the importance of exercise, self-confidence and healthy lifestyles. Avondale strives to build, encourage, enlighten and support the growth of our youth through the *Let's Move* initiative. Teaching youth that, through positive play, healthy living, respect, kindness, and hard work, they can aspire, achieve and accelerate throughout all aspects of life! Below are some of the accomplishments that serve this purpose.

Park Enhancements –
The City of Avondale is currently undergoing some major park renovations and implementing new features along with additional play areas. The extensive park project will provide more enhanced playgrounds to encourage kids to be creative while playing. Future features include enhanced open spaces and sports fields, more picnic ramadas, fishing, a splash pad and additional parking, all of which will encourage families to visit our larger regional parks. Renovations will be completed in phases allowing for playable areas to remain open around the park. The entire project is projected to be completed by December 2016.

Soccer League –
In an effort to continue the forward momentum of the *Let's Move* campaign the Recreation Department started its first soccer league in 2015. Soccer is an athletic pastime that has long since taken place on Avondale fields provided by private organizations. After reviewing resident surveys, trending field usage and population growth, Avondale determined that it was advantageous to our residents for the city to offer a soccer program that was affordable for our community. Avondale took a great amount of time and consideration during the development process of the soccer program to engage citizens and sift through all the feedback and best practices to design a program that addresses many facets of youth development such as: fostering a lifestyle of physical health, team building, skill development, sportsmanship, self-confidence, and responsibility.

Events –
The City of Avondale offers many free events throughout the year that provide opportunities for the community to get outdoors and be active. Two events that encourage an active and family friendly atmosphere are the Tres Rios Nature Festival and Avondale KidFest.

- The Tres Rios Nature Festival welcomes over 7,500 visitors of all ages who participate in outdoor recreational activities such as; hiking, bird watching, canoeing, rock climbing, archery, fishing and kayaking during the two day festival. This festival addresses the growing trend of nature deficit disorder that we see in today's youth, providing them the opportunity to get outdoors and be active. The festival introduces participants to various outdoor activities that serve to inspire a new hobby or interest that could last a lifetime.

- Avondale KidFest was developed in 2013, when staff recognized an underserved population in regard to city offered events. While programs such as a monthly Day of Play for school-aged children, library programs, and annual festivals/parades existed with limited activities for preschoolers, nothing was being offered aimed directly at toddler to preschool-aged children. In response to this need, KidFest was created.

  Inspired by the "Week of the Young Child," sponsored by the National Association for the Education of Young Children, KidFest was designed to focus on the importance of developing early reading

skills. With increased literacy as a primary goal for the event, Avondale was tasked with the challenge of creating exciting and interactive, yet simple ways to incorporate literacy-building activities into a family friendly, festival style event and would encompass the *Let's Move* concepts of health-promoting goals in a way that is fun for the whole family.

Rising to the challenge of meeting these goals, alliances were created with Valley of the Sun United Way, Arizona Public Broadcasting System (PBS), Arizona Literacy and Learning Center, Partners in Participation, and many more. In 2014, at the inaugural KidFest event, more than 55 exhibitors set up informational, fun, interactive booths with educational activities for attendee participation. Garnering strong community support as well as sponsorships from local companies helped to cover event costs. Attendance in 2014 was approximately 3,500 and increased in 2015 to more than 5,500 people. It is anticipated that this event will continue to grow exponentially each year.

Neighborhood and Family Services (NFS) Department:

The Neighborhood and Family Services Department strives to enhance the quality of life for all Avondale residents by supporting families and fostering self-reliance. In line with the *Let's Move* initiative, NFS continues their efforts by providing education, outreach and programming that serve to ensure children are healthy and supported to succeed in school and in life.

Avondale has long since recognized the importance and value of partnerships and collaborations in providing services to our residents. Through valuable partnerships, Avondale is able to offer a variety of early education and nutrition classes that align with the *Let's Move* initiative goals and meet the needs of our residents. This approach to community-based health education focuses on the goal of improving the health and safety of young children through healthy food choices and safe and age-appropriate physical activity. Parent and child interactive classes provide parents with valuable childhood developmental milestones, health screenings and literacy information to build a solid foundation for the child's wellbeing and educational success.

Adelante Healthcare: Women, Infants and Children (WIC) Program –
This program is administered by a partner agency, Adelante Healthcare, out of the Care1st Avondale Resource Center. In 2015 alone, this program served over 6,800 adults, nearly 7,300 infants and an additional 17,200 children. The WIC program is a national federally funded program for breastfeeding and pregnant women and their children under age 5 with the goal of ensuring the remain healthy. Participants are provided nutrition and health education, access to healthy food and other services.

Kith and Kin Program –
This program is designed for caregivers. During the 8-week program, participants are provided with developmental standards for children 0-5. The program teaches CPR and First Aid while promoting school readiness. Parents and caregivers attend with the child and participate in activities that help them progress toward developmental milestones and prepare the child for kindergarten.

Nutrition & Physical Activity Program –
Provided in partnership with the Maricopa County Department of Public Health, this health education program was designed with a focus on obesity prevention for children, families and early care and education professionals. Physical activity trainings are designed to be fun and interactive for both the child and the adult. Parents and caregivers are provided with ideas that are no-cost or low cost that can be continued at home. Food demonstrations are also provided and teach participants about nutrition and how to prepare healthy meals that kids will enjoy.

Born Learning Trail –
The *Born Learning Trail* has been installed in three locations throughout the city including the Care1st Avondale Resource Center, the Civic Center Library and Friendship Park. In an effort to improve health and develop an active lifestyle at an early age, the *Born Learning Trail* was developed as an interactive, playful and visible community engagement tool. As part of the United Way's Born Learning campaign, the trail is designed to help parents, caregivers and communities support early learning through exercise. The trails, through the use of brightly colored sidewalk graphics and engaging signs, provide 10 fun active outdoor games to help parents and caregivers create learning opportunities for young children. Recently, the sidewalk graphics were repainted as they have experienced a great deal of use since the train installation in 2014.

Annual Family Fun Fair –
This is a free community event that promotes healthy living for children and their families. This event features physical activities, fun exercises and games that promote an active lifestyle. Also included are information on parenting and raising healthy children as well as healthy food options, demonstrations and tastings. This event was launched in 2013 and has experienced a huge growth in attendance of nearly 800% in just three years.

Historic Avondale Farmers' Market –
This new program was just introduced in January 2016 and is being provided through collaboration with local vendors in an effort to provide the Historic Avondale District with additional access to fresh and healthy foods and organic products. The market will be held on a monthly basis on the front lawn of the Care1st Avondale Resource Center on the third Saturday of the month when the center is open. Families in the WIC program are provided a $10 voucher to use at the farmers' market to encourage them toward purchasing healthy foods.

The city continues to strive toward building a healthy and sustainable community, where all children are provided with the tools and encouragement they need to become healthy, successful adults. As Avondale works toward reaching "All-Star" status through the *Let's Move* initiative, additional opportunities and strategies are constantly emerging. Looking toward the future, projects include increasing bike lanes and providing pedestrian-friendly streets, continuing education and outreach and developing or strengthening partnerships and collaborations with the community, schools, churches, businesses and non-profit organizations.

End of Application. Thank you for submitting your All-America City Award Application!

Submit the application:

1) by email (aac@ncl.org) or fax (888-314-6053)by Wednesday, March 9, 2016, 11:59 p.m. PST; and,
2) mail one hard copy with $200(*You only pay $100 application fee if you submit a Letter of Intent to Apply by November 4, 2015) application fee to:
National Civic League, 6000 East Evans Ave., Suite 3-012, Denver, Colorado 80222.

Need additional guidance? Email aac@ncl.org or go to **www.nationalcivicleague.org** for announcements of upcoming conference calls for prospective applicants and AAC resources or call NCL at 303-571-4343.

Timeline:

September 2015-February 2016 – Monthly conference calls with NCL staff and AAC community leaders to learn more about the benefits of AAC, application tips for success, and to share best practices on the spotlight.
November 4, 2014 -- Letter of Intent to Apply Due. The Letter of Intent is not required. However you save $100 of the application fee if you submit a Letter of Intent to Apply by November 4, 2015.
March 9, 2016, Wednesday -- Application Due
April 2016 -- Finalists Announced
Finalist community-wide delegations will be invited to Denver to present.
April-June 2016 – Finalist communities assemble your cross-sector community delegation to present your story at the June 2016 awards event and peer-learning conference. Raise the funds to send your delegation to the June event in Denver. *Finalist community delegations will be asked to present their story to a national jury of civic, local government, business, philanthropy, and community experts. All applicants are invited to participate in the June workshops and networking opportunities!*
June 2016, Peer-Learning Workshops & Awards Competition/Presentation in Denver, Colorado
July 2016-Feb 2017, All-America Cities tell their community's story through a series of AAC/NCL coordinated conference calls and regional forums to the AAC network.

Category Number:
Item Number: 3.

CITY COUNCIL AGENDA

SUBJECT:
Potential Solar Project at the Water Reclamation Facility

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, 623-333-4012

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Staff will update the Mayor and City Council on the potential installation of a solar photo voltaic array at the waste water treatment plant in order to offset the cost of electricity and utilize power from renewable energy.

BACKGROUND:
Solar power purchases have become common place in Arizona and across the country. The basic premise is that a contractor installs an array of proper size on the customer's site and the customer purchases the power generated through a lease agreement. The contractor owns, operates, and maintains the system for a period of 20 years throughout which the cost of power remains fixed. At the end of the 20 year lease term the customer may purchase the system at fair market value or have the contractor come and remove the system from the site.

DISCUSSION:

The City has long been interested in procuring a large solar array to offset energy costs of some of its largest energy users and to support sustainability goals. The largest user of energy in the city's facility portfolio is the waste water treatment plant which uses just over 7,000,000 kWh per year. The installation of solar systems and the subsequent lease back of power at a fixed rate could significantly cut energy costs at the waste water treatment plant.

The solar system would be connected to one of the three meters presently on site. The individual meter in question measures an annual expense of approximately $280,000 per year. The current average rate for power on the E-32 plan is $.092 per kWh. Preliminary estimates show the cost of leased power around $.073-.076 per kWh fixed over 20 years. Fixing this per kWh rate protects the City against utility rate increases (assumed to be 3.67% per year) over the 20 year time period. It is estimated that over the life of the agreement the City would realize close to $780,000 in savings in addition to securing 22,728,464 kWh of renewable energy in support of the Municipal Sustainability Plan.

The system would be located on raised carport like structures above the large retention basin on the south side of the treatment plant site. This would place the system out of the way of any future plant expansions and in an area that is dedicated to the on-site retention of water. The city would have no requirements beyond normal maintenance such as weed control in the retention basin area.

BUDGET IMPACT:

It is anticipated that the City could structure a finance deal that would have minimal budgetary impact. Initial estimates on a 20 year lease agreement show the City incurring an additional $4,000 cost for energy over the first two years of the agreement prior to the realization of annual savings.

RECOMMENDATION:

This information is presented for discussion and Council direction.

ATTACHMENTS:

Description

Project Vicinity Map

Financial Model

AVONDALE WTP

SYSTEM SIZE:	720.72 KW DC
SITE ADDRESS:	AVONDALE, AZ
DATE:	6/11/2014
MODULE:	260W Multicrystalline
INVERTER:	28 kWString

DESCRIPTION:

PV ARRAY

SSS

STRINGS OF 19 MODULES

PRELIMINARY DRAWING – NOT FOR CONSTRUCTION

ARRAY INFORMATION

MOUNTING METHOD	MODULE COUNT	TILT	AZIMUTH	KW DC
GROUND MOUNT	2772	7	180	720.72

GENERAL NOTES

1. THIS SYSTEM IS GRID-INTERTIED VIA A UL-LISTED POWER-CONDITIONING INVERTER.
2. THIS SYSTEM HAS NO BATTERIES, NO UPS.
3. ALL INVERTERS AND ARRAYS ARE NEGATIVELY GROUNDED.
4. SOLAR MOUNTING FRAMES ARE TO BE GROUNDED.
5. ALL WORK TO BE DONE TO 2010 UBC
6. ALL ELECTRICAL WORK SHALL COMPLY WITH THE 2008 NATIONAL ELECTRIC CODE.

SHEET NOTES

1. INVERTER.
2. DEDICATED PV SYSTEM METER.
3. AC DISCONNECT.
4. UTILITY METER.
5. DC DISCONNECT.

3055 Clearview Way
San Mateo, CA 94402
(888)-SOL-CITY (765-2489)
www.solarcity.com

SolarCity

City of Avondale

WTP - 720kW Carport T - SolarCity PPA Savings Cash Flow Table

SolarCity

City of Avondale

WTP
4800 S. Dysart Rd, Avondale AZ, 85323
System Size: 720.72 kW DC

Salt River Project
Rate E-32 --> E-32

Project Results Summary

Total Savings:	$	788,749
NPV of Total Savings:	$	344,735
Year 1 Utility Energy Offset:		39.2%
Year 1 Utility Bill Offset:		34.4%
Historical Annual Consumption		3,038,600

Model Assumptions*

Discount Rate	6.00%
Annual Reduction in Production	0.50%
PPA Escalation Rate	0.00%
PPA Term	20
Utility Escalation Rate	3.67%

YEAR	SOLAR PPA RATE ($/kWh)	SOLAR PRODUCTION (kWh)	PPA PAYMENTS	SALES TAX ON PPA	Prepay Amount	WITHOUT SOLAR UTILITY BILL	WITH SOLAR UTILITY BILL	TOTAL ANNUAL CASH FLOW	CUMULATIVE TERM CASH FLOW	PRESENT VALUE CASH FLOW	PRESENT VALUE CUMULATIVE CASH FLOW
1	$ 0.073	1,191,350	$ (86,969)	$ (5,740)	$ -	$ 285,362	$ 196,497	$ (3,844)	$ (3,844)	$ (3,626)	$ (3,626)
2	$ 0.073	1,185,393	$ (86,534)	$ (5,711)	$ -	$ 295,835	$ 203,708	$ (119)	$ (3,962)	$ (106)	$ (3,732)
3	$ 0.073	1,179,466	$ (86,101)	$ (5,683)	$ -	$ 306,692	$ 211,185	$ 3,724	$ (238)	$ 3,126	$ (605)
4	$ 0.073	1,173,569	$ (85,671)	$ (5,654)	$ -	$ 317,948	$ 218,935	$ 7,688	$ 7,449	$ 6,089	$ 5,484
5	$ 0.073	1,167,701	$ (85,242)	$ (5,626)	$ -	$ 329,616	$ 226,970	$ 11,778	$ 19,227	$ 8,801	$ 14,286
6	$ 0.073	1,161,863	$ (84,816)	$ (5,598)	$ -	$ 341,713	$ 235,300	$ 16,000	$ 35,227	$ 11,279	$ 25,565
7	$ 0.073	1,156,053	$ (84,392)	$ (5,570)	$ -	$ 354,254	$ 243,935	$ 20,357	$ 55,584	$ 13,539	$ 39,103
8	$ 0.073	1,150,273	$ (83,970)	$ (5,542)	$ -	$ 367,255	$ 252,888	$ 24,855	$ 80,439	$ 15,595	$ 54,698
9	$ 0.073	1,144,522	$ (83,550)	$ (5,514)	$ -	$ 380,733	$ 262,169	$ 29,500	$ 109,939	$ 17,461	$ 72,159
10	$ 0.073	1,138,799	$ (83,132)	$ (5,487)	$ -	$ 394,706	$ 271,790	$ 34,297	$ 144,236	$ 19,151	$ 91,310
11	$ 0.073	1,133,105	$ (82,717)	$ (5,459)	$ -	$ 409,192	$ 281,765	$ 39,251	$ 183,488	$ 20,677	$ 111,987
12	$ 0.073	1,127,440	$ (82,303)	$ (5,432)	$ -	$ 424,209	$ 292,106	$ 44,369	$ 227,856	$ 22,050	$ 134,037
13	$ 0.073	1,121,802	$ (81,892)	$ (5,405)	$ -	$ 439,778	$ 302,826	$ 49,655	$ 277,511	$ 23,280	$ 157,317
14	$ 0.073	1,116,193	$ (81,482)	$ (5,378)	$ -	$ 455,918	$ 313,940	$ 55,118	$ 332,629	$ 24,379	$ 181,696
15	$ 0.073	1,110,613	$ (81,075)	$ (5,351)	$ -	$ 472,650	$ 325,461	$ 60,763	$ 393,392	$ 25,354	$ 207,050
16	$ 0.073	1,105,059	$ (80,669)	$ (5,324)	$ -	$ 489,996	$ 337,406	$ 66,597	$ 459,989	$ 26,216	$ 233,266
17	$ 0.073	1,099,534	$ (80,266)	$ (5,298)	$ -	$ 507,979	$ 349,789	$ 72,627	$ 532,616	$ 26,971	$ 260,237
18	$ 0.073	1,094,036	$ (79,865)	$ (5,271)	$ -	$ 526,622	$ 362,626	$ 78,860	$ 611,476	$ 27,628	$ 287,865
19	$ 0.073	1,088,566	$ (79,465)	$ (5,245)	$ -	$ 545,949	$ 375,934	$ 85,305	$ 696,781	$ 28,194	$ 316,059
20	$ 0.073	1,083,123	$ (79,068)	$ (5,218)	$ -	$ 565,985	$ 389,731	$ 91,968	$ 788,749	$ 28,676	$ 344,735
		22,728,464	$ (1,659,178)					**$ 788,749**	$ 788,749		**$ 344,735**

This analysis is illustrative only and has been prepared in good faith by SolarCity to provide conceptual project modeling. These numbers are not for contract, nor are they binding.
Analysis valid until 11/15/2015
* Model Assumptions are inputs that should be mutually agreed upon by the customer and SolarCity. The customer may request any changes to more closely model their specific situation.
SolarCity has used good faith efforts to represent the savings from this project before state and federal income tax.
Please consult your tax advisor regarding your specific tax situation.

CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

REGULAR MEETING
March 21, 2016
7:00 PM

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. RESOLUTION 3302-306 - HONORING DETECTIVE JOHN NUSS ON OCCASION OF HIS RETIREMENT

3 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

4 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. LIQUOR LICENSE - PERSON TO PERSON TRANSFER SERIES 6 BAR LICENSE - CLUB SANTA FE

City Council will consider a request for approval of an application submitted by Mr. Juan Carlos Lopez for a Person Transfer of a Series 6 - Bar Liquor License to serve all spirituous liquors to be used at Club Santa Fe located at 10907 W Buckeye Road in Avondale. The Council will take appropriate action.

b. CONSTRUCTION CONTRACT AWARD - DEGAN CONSTRUCTION LLC

City Council will consider a request to approve a Construction Contract with Degan Construction LLC for the Avondale Blvd Sewer Rehabilitation Project Phase 1A for $293,906 and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

c. COOPERATIVE PURCHASING AGREEMENT CORE CONSTRUCTION, INC.

City Council will consider a request to approve a Cooperative Purchasing Agreement with CORE Construction to complete improvements to the Water Resource Facility operations building for an amount not to exceed $514,401 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

d. SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - CACTUS ASPHALT

City Council will consider a request to approve the Second Amendment to a Cooperative Purchasing Agreement with Cactus Transport, Inc. d/b/a Cactus Asphalt to provide Tire Rubber Modified Surface Sealant Asphalt Preservation Treatment Services in the amount of $234,904.80, for an aggregate Contract amount not to exceed $693,797.64, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. FIRST AMENDMENT TO CONTRACT J. BANIKI CONSTRUCTION, INC. FOR WATERLINE RELOCATIONS

City Council will consider a request to approve the First Amendment to the Construction Contract with J. Baniki Construction, Inc. for the Waterline Relocations project in the amount of $83,065.22 and authorize the Mayor or City Manager and City Clerk to execute the documents. The Council will take the appropriate action.

f. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT PHOENIX NATIONAL LABORATORIES, INC. CITYWIDE STREET LIGHT POLE (CORROSION) EVALUATION

City Council will consider a request to approve the first amendment to the Professional Services Agreement with Phoenix National Laboratories, Inc. for an additional amount of $40,204.35 to complete a citywide evaluation direct-buried streetlights, authorize the necessary transfer and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 PUBLIC HEARING ON THE ALTERNATIVE EXPENDITURE LIMITATION (HOME RULE OPTION)

City Council will hold the first of two required public hearings on the alternative expenditure limitation (Home Rule Option).

6 PROFESSIONAL SERVICES AGREEMENT CDM SMITH INC.

City Council will consider a request to approve a Professional Service Agreement with CDM Smith Inc. to design Water Reclamation Facility Upgrades for $1,029,706, and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

7 SALES ORDER - ADP, LLC. TO ADD A BENEFITS MODULE

City Council will consider a request to approve a sales order amending the ADP, LLC contract to add a benefits module to the City's payroll processing system and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

8 EXECUTIVE SESSION

City Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the format of the City Manager's annual evaluation.

9 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

Notice is hereby given that pursuant to A.R.S. 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad politica haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes estos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los ninos no sten presentes durante la grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.

Category Number: 2
Item Number: a.

CITY COUNCIL AGENDA

SUBJECT:
Resolution 3302-306 - Honoring Detective John Nuss on Occasion of his Retirement

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution recognizing Detective John Nuss on the occasion of his retirement. The resolution will be presented to Detective John Nuss on March 21, 2016.

BACKGROUND:
Detective John Nuss began his employment as Police Officer on February 12, 2001. On February 1, 2016, Detective John Nuss retired from the city having provided fifteen years of dedicated, exemplary service to the citizens of Avondale.

BUDGET IMPACT:
None

RECOMMENDATION:
Staff recommends that the City Council adopt a resolution recognizing Detective John Nuss on the occasion of his retirement. The resolution will be presented to Detective John Nuss on March 21, 2016.

ATTACHMENTS:

Description

Resolution 3302-306

RESOLUTION NO. 3302-306

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING DETECTIVE JOHN NUSS FOR FIFTEEN YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on February 12, 2001, Detective John Nuss began his career with the City of Avondale as a Police Officer; and

WHEREAS, Detective Nuss served the City as a Police Officer, and most recently as a Detective; and

WHEREAS, fellow employees have embraced Detective Nuss as a friend; and

WHEREAS, Detective Nuss has demonstrated integrity and professionalism to all residents and has faithfully served the City during periods of transition and growth; and

WHEREAS, the Council of the City of Avondale wishes to express its appreciation for his hard work, dedication and years of service, and to honor Detective Nuss on the occasion of his retirement after 15 years of exemplary service to the citizens of Avondale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Detective Nuss for his 15 years of loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, March 21, 2016.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

Category Number: 4
Item Number: a.

CITY COUNCIL AGENDA

SUBJECT:
Liquor License - Person to Person Transfer
Series 6 Bar License - Club Santa Fe

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Staff is recommending approval of an application submitted by Mr. Juan Carlos Lopez for a Person Transfer of a Series 6 - Bar Liquor License to serve all spirituous liquors to be used at Club Santa Fe located at 10907 W Buckeye Road in Avondale.

DISCUSSION:
The City Clerk's Department has received an application from Mr. Juan Carlos Lopez for a Person Transfer of a Series 6 - Bar License to serve all spirituous liquor at Club Santa Fe located at 10907 W Buckeye Road in Avondale. Since early 2014, the Series 6 Bar License has been operated at this location by Mr. Samuel Rodriguez Contreras.

The fees in the amount of $1,350.00 have been paid.

As required by state law and city ordinance, the application was posted from February 17, 2016 to present. Notices were published in the West Valley View on March 2 and March 9, 2016. No comments have been received.

The Arizona Department of Liquor Licenses and Control has accepted the submitted application as complete.

The Development Services, Finance, Fire and Police Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:
Staff is recommending approval of an application submitted by Mr. Juan Carlos Lopez for a Person Transfer of a Series 6 - Bar Liquor License to serve all spirituous liquors to be used at Club Santa Fe located at 10907 W Buckeye Road in Avondale.

ATTACHMENTS:

Description

Application documents

SERIES 06 (BAR) LIQUOR LICENSE APPLICATION FOR CLUB SANTA FE

DUE TO THEIR SIZE, THE FOLLOWING DOCUMENTS HAVE BEEN POSTED SEPARATELY:

APPLICATION
DEPARTMENTAL REVIEW
POSTING PHOTOS
VICINITY MAP

http://www.avondale.org/DocumentCenter/View/38140

Category Number: 4
Item Number: b.

CITY COUNCIL AGENDA

SUBJECT:
Construction Contract Award - Degan Construction LLC

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, 623-333-4410

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Staff is requesting that the City Council approve a Construction Contract with Degan Construction LLC for the Avondale Blvd Sewer Rehabilitation Project Phase 1A for $293,906, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

BACKGROUND:
On August 4, 2016, City Council approved a study to inspect Large Diameter Sewer Lines in the City. This was required due to the fact that City crews can not video the larger diameter pipes with their equipment. Approximately 8.5 miles of pipes were videoed, inspected, and rated. A priority was placed on the lines where failure could cause the greatest problems for the City. On September 14, 2015 City Council approved a Professional Service Agreement to do the design for Phase 1A of these improvements. The importance of this segment is that it lies under I-10, and the sewer pipe carries much of the flow from the northern portion of the city. A bypass sewer line will be required to complete the work. See attached Vicinity Map.

DISCUSSION:

Invitation-for-Bid notices were published in the West Valley View on February 3 and February 10, 2016 and in the Arizona Business Gazette on February 4, 2016. A mandatory pre-bid meeting was held on February 17, 2016. Four (4) bids were received and opened on March 2, 2016. Each bid package was reviewed. The bids ranged from approximately $293,906 to $323,948. Firms submitting the lowest three bids and the amount of their bids are as follows:

Degan Construction LLC	$293,906
Redpoint Construction	$311,266
B&F Construction	$323,948

The attached Bid Tabulation Sheet has the detailed bid item breakdown of each submitted bid. The Degan Construction LLC with a bid of $293,906 was determined to have submitted the lowest qualified bid. Staff contacted references provided and Degan Construction LLC did receive positive recommendations. Degan Construction LLC has completed similar work. Staff contacted the Registrar of Contractors and found no claim on file against this contractor. Staff determined that Degan Construction LLC is competent and qualified for this project. A tentative construction schedule is as follows:

City Council Approval	March 2, 2016
Notice of Award	March 3, 2016
Notice to Proceed	April 2016
Completion	June 2016

BUDGET IMPACT:
Funding for this item was approved in the current fiscal year budget and will come from line item 513-1356-00-8620.

RECOMMENDATION:
Staff recommends that the City Council approve a Construction Contract with Degan Construction LLC for the Avondale Blvd Sewer Rehabilitation Project Phase 1A for $293,906, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

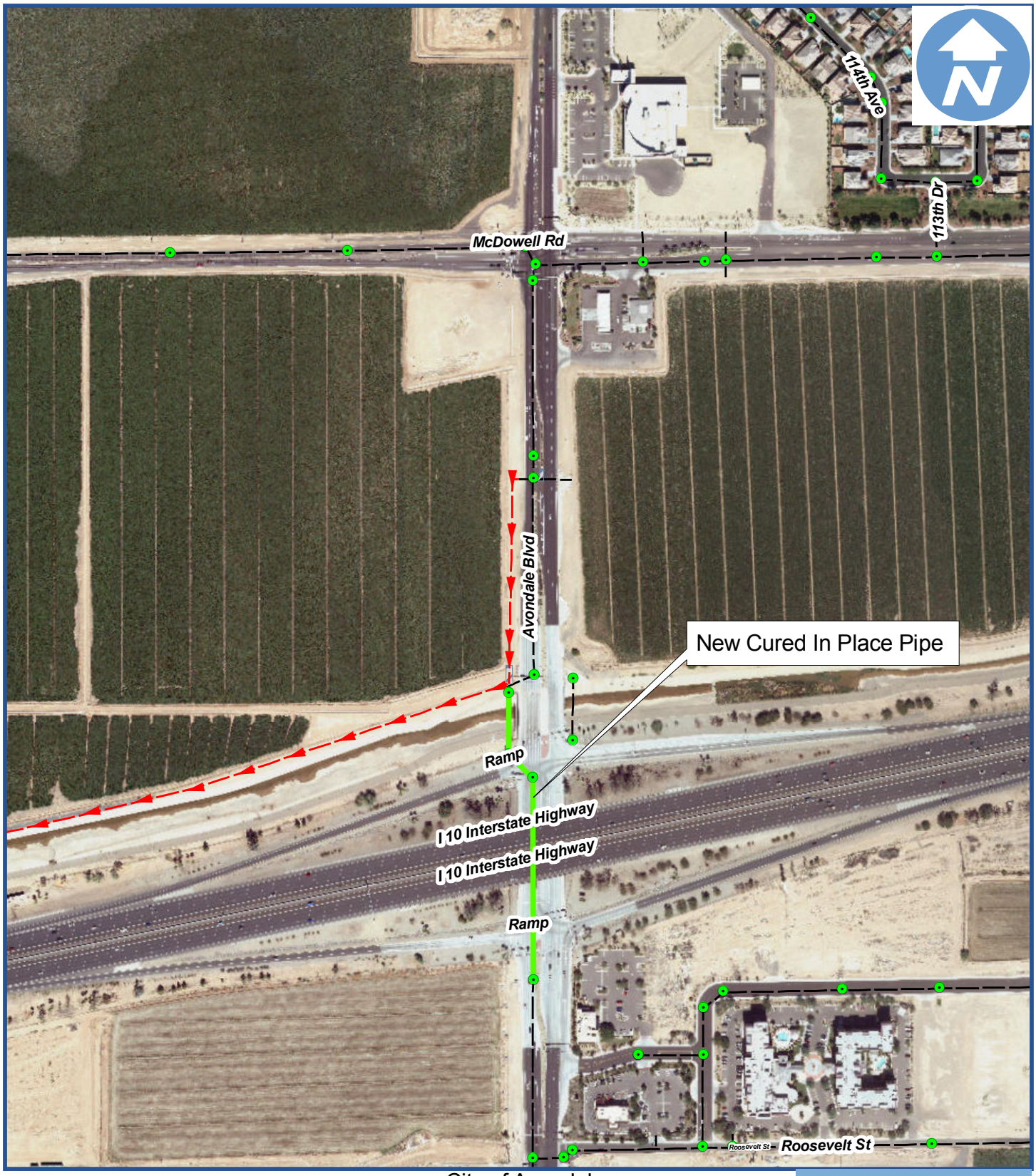
ATTACHMENTS:

Description

Vicinity Map

Contract

Bid Tabulation Sheet



City of Avondale
Large Diameter Sanitary Sewer Rehabilitation
Project 1A: I-10 & Avondale Blvd

Legend

- Pipe Rehabilitation Segments
- Sewer Manholes
- Bypass Line
- Sanitary Sewer

VICINITY MAP

Avondale

CONTRACT – DEGAN CONSTRUCTION, LLC

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/38222

Avondale

CITY OF AVONDALE
BID TABULATION SHEET
Solicitation # PW16-022 Avondale Boulevard Sewer Rehabilitation Project 1A
BID DATE: March 2, 2016

				Degan Construction, LLC		Redpoint Contracting		B&F Contracting		Kinkaid Civil Construction	
Item No.	**Description of Materials and/or Services**	**Qty**	**Unit**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Arizona Pollutant Discharge Elimination System (AZPDES)	1	LS	$550.50	$550.50	$2,500.00	$2,500.00	$3,500.00	$3,500.00		$0.00
2	Mobilization and Demobilization	1	LS	$8,750.00	$8,750.00	$10,000.00	$10,000.00	$9,750.00	$9,750.00		$0.00
3	Provide and Remove Bypass Pumping and Piping System	1	LS	$35,800.00	$35,800.00	$25,000.00	$25,000.00	$32,280.00	$32,280.00		$0.00
4	Clean Existing Large Diameter Sewer (24-inch Diameter)	883	LF	$3.50	$3,090.50	$4.00	$3,532.00	$3.65	$3,222.95		$0.00
5	Pre and Post CCTV Inspection	1,766	LF	$2.50	$4,415.00	$2.00	$3,532.00	$2.35	$4,150.10		$0.00
6	Clean and Epoxy Coat 60-inch Diameter Sanitary Sewer Manhole	4	EA	$10,450.00	$41,800.00	$13,000.00	$52,000.00	$13,500.00	$54,000.00		$0.00
7	Install 24-inch Diameter CIPP Liner	883	LF	$100.00	$88,300.00	$114.00	$100,662.00	$115.00	$101,545.00		$0.00
8	Provide Off Duty Police Officer (Allowance)	80	HRS	$50.00	$4,000.00	$50.00	$4,000.00	$50.00	$4,000.00		$0.00
9	Provide Traffic Control	1	LS	$7,200.00	$7,200.00	$10,000.00	$10,000.00	$11,500.00	$11,500.00		$0.00
10	Owner Allowance	1	ALLOW	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00		$0.00
			TOTAL*		$293,906.00		$311,226.00		$323,948.05		$0.00
			TOTAL SUBMITTED BY BIDDER		$293,906.00		$311,226.00		$323,948.05		
			Met Requirements and Required Attachments Included?		Yes		Yes		Yes		No

*All bids are presumed to include all applicable taxes.

Calculation or Extension Error

Category Number: 4
Item Number: c.

CITY COUNCIL AGENDA

SUBJECT:
Cooperative Purchasing Agreement CORE Construction, Inc.

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: David Fitzhugh, City Manager

PURPOSE:
City Council will consider a request to approve a Cooperative Purchasing Agreement with CORE Construction to complete improvements to the Water Resource Facility (WRF) operations building for an amount not to exceed $514,401, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

BACKGROUND:
On February 16, 2016 City Council approved a Professional Services Agreement with DWL Architects to complete the design of the building improvements of the WRF operations building. This project is in response to the 2015 WRF Master Plan, which identified the need to upgrade the building to meet current standards and operational needs.

DISCUSSION:

Staff recommends using a Job Order Contract (JOC) as the most efficient and cost effective method to complete the physical improvements. The City will enter into a Cooperative Purchasing Agreement (CPA) with CORE Construction to utilize an existing JOC for general building improvement that CORE has with the City of Peoria.

The first task for CORE will be to work with DWL Architects to help develop the most cost effective design to achieve the project goals. CORE Construction will provide construction insight to optimize the design. They will also provide pricing for the improvements options.

The second task for CORE will be to develop a Guaranteed Maximum Price (GMP) to complete the physical improvements. The design is estimated to take four (4) months with an additional four (4) months for the actual construction. The work will be coordinated to minimize the impacts to the facility staff.

BUDGET IMPACT:
Funding for this project was approved by Council in the current Capital Improvement Plan and is available in line item 513-1339-00-8620, WRF Facility Upgrades.

RECOMMENDATION:
Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with CORE Construction to complete improvements to the WRF operations building for an amount not to exceed $514,401, and authorize the Mayor or City Manager and City Clerk to execute the contract documents

ATTACHMENTS:

Description

CPA - CORE CONSTRUCTION

COOPERATIVE PURCHASING AGREEMENT – CORE CONSTRUCTION, INC.

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/38220

Category Number: 4
Item Number: d.

CITY COUNCIL AGENDA

SUBJECT:
Second Amendment to Cooperative Purchasing Agreement - Cactus Asphalt

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Staff is requesting that the City Council approve Amendment 2 to a Cooperative Purchasing Agreement with Cactus Transport, Inc. d/b/a Cactus Asphalt to provide Tire Rubber Modified Surface Sealant Asphalt Preservation Treatment Services in the amount of $234,904.80 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:
City staff continuously researches preservative treatments that most efficiently meet preservation needs. Several factors are used to evaluate pavement preservation strategies including age, history of prior treatments, current pavement conditions, and usage. With the assistance of the Pavement Management System (PMS) and in conjunction with the appropriated budget, staff determines the best treatment and prioritizes the streets to be treated.

On March 16, 2015, City Council approved a Cooperative Purchasing Agreement with Cactus Asphalt in an amount not-to-exceed $434,450.75, for pavement preservation materials and services (Fractured Aggregate Surface Treatment (FAST)).

On September 3, 2015, Amendment 1 to the Cooperative Purchasing Agreement with Cactus Asphalt for additional pavement preservation materials and services was executed. Amendment 1 increased the Contract compensation amount by $24,442.09 for an aggregate Contract amount not to exceed $458,892.84, and extended the Term of the Contract through July 24, 2016.

The Pinal County Contract also includes Tire Rubber Modified Surface Sealant (TRMSS) Asphalt Preservation Treatment Services. Staff would like to utilize this Contract to have TRMSS Asphalt Preservation Treatment Services completed on streets throughout the City.

DISCUSSION:

A critical element of the “system” of preservation treatments and choices for premier pavement management is applying preservation treatments to asphalt pavements at the correct time. TRMSS, or Tire Rubber Modified Surface Sealant, is an excellent economical choice for use to protect the city’s asphalt pavements against Arizona’s fierce summer sun. Sunlight is a major cause of premature oxidation of pavements making them brittle and reducing their ability to handle traffic and the elements.

TRMSS is a proprietary product that successfully seals pavement surfaces from the elements. TRMSS actually contains micro-sized ground recycled tire particles making it an environmentally friendly choice that provides superior protection and helps pavements last a long time.

SCOPE OF WORK:

The scope of work for this project will include:

- Selected City roadways that require TRMSS preservation treatments.
- Seal cracks prior to treatment as needed.
- Provide adequate traffic control to prevent TRMSS treatment from getting on motorists tires.
- Clean and prepare roadways.
- Apply TRMSS treatment.
- Clean-up as required

The streets to be treated are located throughout the City.

BUDGET IMPACT:
Amendment 2 will increase the compensation by $234,904.80, resulting in a Contract aggregate amount not to exceed $693,797.64. Funding in the amount of $105,000 is available in CIP Street Fund Line Item No. 304-1020-00-8420, Citywide Preventive Street Maintenance and the remaining $129,904.80 is available in CIP Street Fund Line Item No. 304-1009-00-8420, Citywide Street Enhancements.

RECOMMENDATION:
Staff recommends that the City Council approve Amendment 2 to a Cooperative Purchasing Agreement with Cactus Transport, Inc. d/b/a Cactus Asphalt to provide Tire Rubber Modified Surface Sealant Asphalt Preservation Treatment Services in the amount of $234,904.80 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

Amendment 2 to CPA

SECOND AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CACTUS TRANSPORT, INC.
d/b/a CACTUS ASPHALT

THIS SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "Second Amendment") is entered into as of March 21, 2016, between the City of Avondale, an Arizona municipal corporation (the "City"), and Cactus Transport, Inc., an Arizona corporation, d/b/a Cactus Asphalt (the "Contractor").

RECITALS

A. After a competitive procurement process, Pinal County, Arizona ("Pinal") entered into Contract No. EC11-008 (Bid No. PW11/12/008) dated July 25, 2012, as extended on August 8, 2013, June 17, 2014, and August 5, 2015, for the Contractor to provide pavement preservation materials and services (collectively, the "Pinal Contract").

B. The City and the Contractor entered into a Cooperative Purchasing Agreement dated March 16, 2015 (the "Initial Agreement"), based upon the Pinal Contract, for the Contractor to provide the City with pavement preservation materials and services at various locations (the "Materials and Services").

C. The Initial Agreement was amended once on September 3, 2015, to extend the term of the Agreement, purchase additional Materials and Services and increase Contractor's compensation. The Initial Agreement and the First Amendment are collectively referred to herein as the "Agreement." All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

D. The City has determined that additional pavement preservation Materials and Services by the Contractor are necessary (the "Additional Materials and Services").

E. The City and the Contractor desire to enter into this Second Amendment to (i) modify the Scope of Work and (ii) provide for the cost of and purchase the Additional Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Scope of Work. Contractor shall provide to the City the Additional Materials and Services under the terms and conditions of the Pinal Contract and as set forth in the Additional Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The City shall increase the compensation to Contractor by $234,904.80 for the Additional Materials and Services at the rates set forth in the Pinal Contract and the Additional Fee Proposal dated February 2, 2016, attached hereto as Exhibit 2 and incorporated herein by reference, resulting in an increase of the total compensation, from $458,892.84 to an aggregate amount not to exceed $693,797.64.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Second Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

5. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
David W. Fitzhugh, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

_____
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Contractor**"

CACTUS TRANSPORT, INC.,
an Arizona corporation,
d/b/a CACTUS ASPHALT

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared _____ _____, the _____of CACTUS TRANSPORT, INC., an Arizona corporation, d/b/a CACTUS ASPHALT, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

_____
Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
SECOND AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CACTUS TRANSPORT, INC.,
d/b/a CACTUS ASPHALT

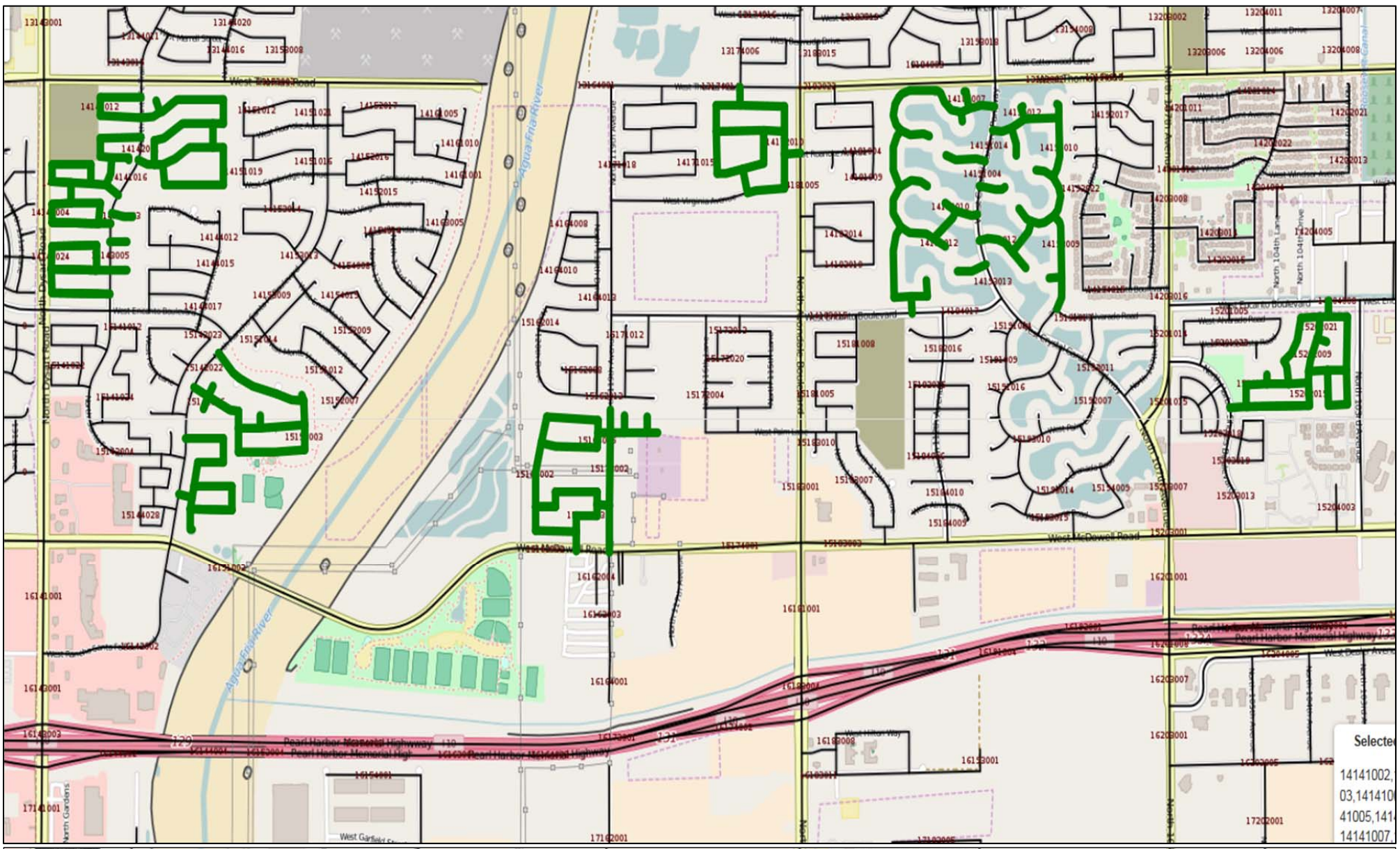
[Additional Scope of Work]

See following page.

Avondale

Residential TRMSS Treatments

Total of 408,327 Square Yards



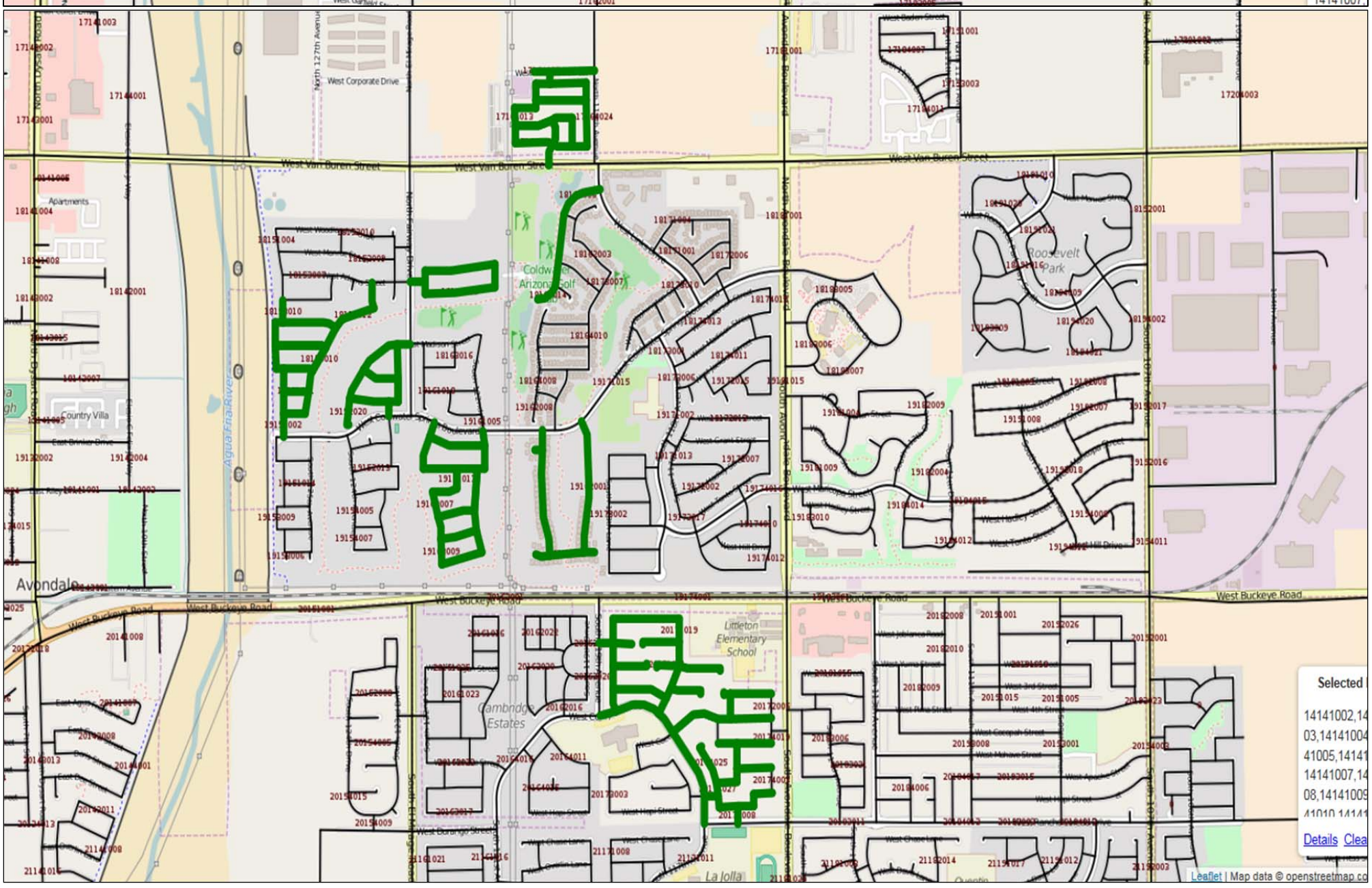


EXHIBIT 2
TO
SECOND AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CACTUS TRANSPORT, INC.,
d/b/a CACTUS ASPHALT

[Additional Fee Proposal]

See following page.

CACTUS ASPHALT

To:	CITY OF AVONDALE	**Contact:**	Tom Struve
Address:	11465 W. CIVIC CENTER DRIVE	**Phone:**	(623)932-2400
	AVONDALE, AZ 85323-1999	**Fax:**	(623)932-2205
Project Name:	City Of Avondale TRMSS FY 16	**Bid Number:**	
Project Location:	Various Locations, Avondale, AZ	**Bid Date:**	2/2/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
12	TRMSS Emulsified Asphalt Or Approved Equal	204.00	TON	$666.20	$135,904.80
14	Traffic Control	1.00	LS	$99,000.00	$99,000.00
				Total Price for above Items:	**$234,904.80**
				Total Bid Price:	**$234,904.80**

Notes:

- Pricing is based off Pinal County JOC Contract EC11-008
- Quote Does Not Include Striping Or Obliteration of Striping

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Cactus Asphalt

Authorized Signature: _____

Estimator: Jeff Abram

Paving · Seal Coating · Crack Sealing · Patching · Chip Sealing · Fabric Overlay · More

Contractors Licenses: AZ – 194430 · NV – 0040581 · NM – 022995 · UT – 944049-5501

t 623–907–2800 f 623–907–2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

Category Number: 4
Item Number: e.

CITY COUNCIL AGENDA

SUBJECT:
First Amendment to Contract J. Baniki Construction, Inc. for Waterline Relocations

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623)-333-4410

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Staff is requesting that the City Council approve the First Amendment to the Construction Contract with J. Baniki Construction, Inc. for the Waterline Relocations project in the amount of $83,065.22, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

BACKGROUND:
On June 1, 2015, City Council approved a construction contract with J. Baniki Construction, Inc. to construct improvements at various sites, to bring the older private facilities up to current standards. This work included relocate City water meters from private property to city owned right-of-way or easements. The project also included installing backflow protection for the City system as required by the City's Cross Connection program.

DISCUSSION:

As is often the case with projects in areas of town with aging infrastructure, many challenges presented themselves when construction on this project began. There were a number of factors that arose requiring additional time and materials for this contractor. The vast majority of the extra work required was due to unknown and unforeseen underground utility conflicts. The majority of the work was located on private property within various given easements and within tight locations. The "on-site" portion of the project scope involved the installation of new large underground meter vaults, new back flow assemblies and new private water lines which required intercepting the existing water lines and making new connections.

There were numerous conflicts with other unforeseen private utilities and other obstructions which required complete re-design, re-alignments, and the reconfiguring of connections as directed by the City. The relocated water lines and services work added to the concrete and asphalt pavement replacement costs as well. Overtime was required to hook-up the apartment complexes and businesses to get water service restored as soon as possible. The extra work also required a significant increase in the contract time; adding 30 calendar days.

BUDGET IMPACT:
Funding for this project is available in line item 514-1343-00-8520, water system line replacements and expansions.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Construction Contract with J. Baniki Construction, Inc. for the Waterline Relocations project for $83,065.22, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:

Description

First Amendment - J. Baniki Construction Inc.

FIRST AMENDMENT
TO
CONTRACT NO. 14101
BETWEEN
THE CITY OF AVONDALE
AND
J. BANICKI CONSTRUCTION, INC.

THIS FIRST AMENDMENT TO CONTRACT NO. 14101(this "First Amendment") is made as of March 21, 2015, between the City of Avondale, an Arizona municipal corporation (the "City") and J. Banicki Construction, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. The City issued Invitation for Bids PW 15-027 (the "IFB") seeking bids from contractors to relocate waterlines in various locations (the "Services"). The Contractor responded to the IFB, and the City and Contractor entered into Contract No. 14101, dated June 1, 2015, for the provision of the Services (the "Contract"), a true and correct copy of which is on file in the City's Finance Office and incorporated herein by reference. All of the capitalized terms not otherwise defined in this First Amendment have the same meanings as defined in the Contract.

B. The City has determined that it is necessary for the Contractor to perform extra work due to unknown and unforeseen underground utility conflicts (the "Additional Services").

C. The City and the Contractor desire to enter into this First Amendment to (i) modify the scope of work to include the Additional Services and (ii) increase the compensation to the Contractor for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree to amend the Contract as follows:

1. Scope of Work. Contractor shall provide the Additional Services as set forth in the Change Order, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The Contractor's total compensation under the Contract shall be increased by no more than $83,065.22 for the Additional Services as set forth in the Change Order, resulting in an increase of the total compensation from $311,050.00 to an aggregate amount not to exceed $394,115.22.

3. Effect of Amendment. In all other respects, the Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Contract may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year set forth above.

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
David W. Fitzhugh, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Contractor**"

J. BANICKI CONSTRUCTION, INC.,
an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared _____ _____, the _____ of J. BANICKI CONSTRUCTION, INC., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
CONTRACT NO. 14101
BETWEEN
THE CITY OF AVONDALE
AND
J. BANICKI CONSTRUCTION, INC.

[Change Order]

See following pages.

CONSTRUCTION CONTRACT CHANGE ORDER

CITY OF AVONDALE
ENGINEERING DEPARTMENT

Project Name: Avondale Waterline Relocations
City Project No.: PW15-027
Design Engineer: City of Avondale Public Works

CHANGE ORDER NO.: 1 **Date:** 02-03-2016
Change Order Request No.: 1 Date: 02-03-2016

CONTRACTOR: J. Banicki Construction, Inc.

Original Contract Start Date: 08-03-2015
Original Contract Completion Date: 11-01-2015
Revised Contract Completion Date: 12-01-2015

CHANGE ORDER DESCRIPTION:
This Change Order covers final quantity adjustments and extra work overages of $86,517.22 beyond the original project scope for a total change order amount of + $83,065.22. The Change Order also includes an increase in the Contract Time of 30 calendar days required to complete the extra work.

REASON FOR CHANGE ORDER:
The vast majority of the extra work required was due to unknown and unforeseen underground utility conflicts. The majority of the work was located on private property within various given easements and within tight locations. The "on-site" portion of the project scope involved the installation of new large underground meter vaults, new back flow assemblies and new private water lines which required intercepting the existing water lines and making new connections. There were numerous conflicts with other unforeseen private utilities and other obstructions which required complete re-design, re-alignments, and the reconfiguring of connections as directed by the City. The relocated water lines and services work added to the concrete and asphalt pavement replacement costs as well. The Project's Miscellaneous Reimbursable Allowance of $25,000 covered some of these extra work costs. Overtime was required to hook-up the apartment complexes and businesses to get water service restored as soon as possible. The extra work also required a significant increase in the contract time; adding 30 calendar days. The contractor incurred added extended overhead costs associated with the extra contract time. There were some minor credits factored in for contract work not required. See the attached Final As-built Quantities & Change Order Summary worksheet for a breakdown.

CONTRACT AMOUNT

Original Contract:	$ 311,050.00
Previous C.O.'s:	$ 0
This Change Order:	$ 83,065.22
Total All C.O.'s:	$ 83,065.22
Revised Contract:	$ 394,115.22

CONTRACT TIME

Original Contract:	90	days
Previous C.O.'s:	0	days
This Change Order:	30	days
Total All C.O.'s:	30	days
Revised Contract:	120	days

Category Number: 4
Item Number: f.

CITY COUNCIL AGENDA

SUBJECT:
First Amendment to Professional Services Agreement Phoenix National Laboratories, Inc. Citywide Street Light Pole (Corrosion) Evaluation

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Director, 623-333-4012

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Staff is requesting that the City Council approve the First Amendment to the Professional Services Agreement with Phoenix National Laboratories, Inc. (PNL) in the amount of $40,204.35 to complete a citywide evaluation of existing direct-buried streetlights, authorize the transfer of $25,000.00 from 201-5925-00-7692, Streetlight Supplies to 201-5925-00-6180, Other Professional Services, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:
Under this contract, PNL previously inspected approximately 6,360 poles and extensive testing was completed on 1600 of those tested. To date, PNL has inventoried approximately 70% of the City's existing poles and estimate an additional 2,313 poles remain to complete the evaluation. While it is not anticipated that all the poles will need extensive testing, this amendment, much like the initial contract, is set up for the maximum possible need.

Findings on the 6,360 poles accounted for thus far are as follows:

- 4734 poles were found to be in good condition with protective tape above and below grade.

- 22 poles failed and should be replaced immediately (already replaced last calendar year)
- 412 poles are showing degradation and should be replaced on the following schedule
  - 23 poles need to be replaced this calendar year (CY2016)
  - 180 poles should be replaced within the next 1-3 years (CY2017-CY2019)
  - 178 poles should be replaced with in the next 4-7 years(CY2020-CY2022)
  - 31 poles were in good shape but had no corrosion resistant tape below grade
- 48 poles were embedded in concrete and are not expected to degrade due to concrete protection.
- 25 poles were not accessible due to shrubs or locked fencing
- 1119 streetlights were on wooden poles or were anchor bolted to concrete bases and were not examined but documented for location

DISCUSSION:
City standards allow streetlight poles to be direct-buried along major/minor collector and local roads, while requiring streetlight poles to be installed on foundations along arterial and industrial collector roads. With proper maintenance, most direct-bury streetlights can last 15 to 20 years.

However corrosion degradation can lead to premature failure in the structural integrity at the base of the pole. Rust causes the pole wall thickness to degrade over time to such a thin layer that a negligible load can cause the pole to shear at the base potentially falling into the street, sidewalk, or surrounding area. It is critical to inspect the streetlight pole inventory and replace poles as they degrade to reduce or eliminate premature failure. This is unique to directly buried streetlight poles (poles with no foundation). While installing a foundation on these streetlights tends to reduce or eliminate the risk of corrosion degradation, it can often cause the upfront cost to double or triple.

This first amendment to the PSA for PNL will allow the City to complete the structural integrity inventory on the remaining streetlights and identify the need for additional replacements in the coming calendar years.

SCHEDULE:

Listed below is the tentative schedule for the project:

- Notice to Proceed - April 11, 2016
- Field Evaluation Complete January 1, 2017
- Draft Report Submitted February 1, 2017
- Final Report of Findings March 15, 2017

BUDGET IMPACT:
The First Amendment will increase the compensation amount by $40,204.35, resulting in a total contract compensation not-to-exceed amount of $90,188.85. Funding in the amount of $25,000 is available in Traffic Engineering's Operational Budget Line Item 201-5925-00-7692, Streetlight Supplies, and is proposed to be transferred to 201-5925-00-6180, Other Professional Services. The remaining $15,204.35 is available in Traffic Engineering's Operational Budget line item, 201-5925-00-6180, Other Professional Services. The term of the Agreement will also be extended through March 20, 2017.

RECOMMENDATION:
Staff recommends that the City Council approve the First Amendment to the Professional Services Agreement with Phoenix National Laboratories, Inc. (PNL) in the amount of $40,204.35 to complete a citywide evaluation of existing direct-buried streetlights, authorize the transfer of $25,000.00 from 201-5925-00-7692, Streetlight Supplies to 201-5925-00-6180, Other Professional Services, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

Amendment No. 1 with scope of services

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX NATIONAL LABORATORIES, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of March 21, 2016, between the City of Avondale, an Arizona municipal corporation (the "City"), and Phoenix National Laboratories, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement, No. 14087C, dated May 4, 2015, for Consultant to inspect direct-buried streetlights for structural integrity and to document findings in a report for the City that provides recommendations on prioritizing repairs and/or replacements (the "Agreement"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The City has determined that additional services by the Consultant are necessary (the "Additional Services").

C. The City and the Consultant desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services and (iii) increase the compensation to the Consultant for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until March 20, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The City shall increase the compensation to Consultant by $40,204.35 for the Additional Services at the rates set forth in the Additional Fee Proposal, attached hereto as part of Exhibit 1, resulting in an increase of the total compensation from $49,984.50 to an amount not to exceed $90,188.85.

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

6. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
David W. Fitzhugh, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

_____
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Consultant**"

PHOENIX NATIONAL LABORATORIES,
INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared _____ _____, the _____ of PHOENIX NATIONAL LABORATORIES, INC., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

_____
Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX NATIONAL LABORATORIES, INC.

[Additional Scope of Work and Fee Proposal]

See following pages.

Phoenix National Laboratories, Inc.
2837 E. Chambers Street, Phoenix, AZ 85040
P: 602.431.8887 · F: 602.431.8889 · www.pnltest.com

CLIENT: City of Avondale
PROJECT: Inspection of Direct Burial Street Light Poles - 2nd Half

PNL REFERENCE NO: 24-160038

SCOPE OF SERVICES

Perform inspection of street light poles as directed by Client and as outlined below. Client to provide 1/4 section maps showing the location and number of poles. The majority of poles will be in residential areas.

PNL's technician will be provided 1/4 section maps showing poles requiring inspection. 1/4 sections where poles are to be inspected should be adjacent to each other and are not to be spread out sporadically through the town or city.

We will work 1/4 sections inspecting from pole to pole as follows and in accordance with Client Specification:

Determine which poles on 1/4 section maps provided require inspection. These should be indicated by the Client. If there is no indication, inspect the pole as follows:

If the pole is embedded in concrete and there is no rust evident. Record the pole number, measure the wall thickness just above the concrete as indicated below. Shake the pole to make sure it is stable. Record the ground condition as "Concrete".

If there is tape above the pole and in good condition do not dig. Record the pole number. Measure the wall thickness just above the taped area as indicated below. Shake the pole to make sure it is stable. Record the ground condition. Write "taped" in the remarks.

If there are large stones around the pole move them away to reveal the ground condition. If there is tape above the ground and in good condition do not dig. Record the pole number. Measure the wall thickness just above the taped area as indicated below. Shake the pole to make sure it is stable. Record the ground condition. Write "taped" in the remarks.

If the pole is fiberglass, record the pole number. No thickness is required. Excavate around the pole approximately 2-4 inches and inspect for deterioration. Do not do an impact test. If there are any holes or soft areas, fail the pole by writing "FAIL" in the impact column on the report.

If there is no tape or the tape is deteriorated and the pole is rusted follow the procedure below:

Measure the baseline thickness one or two feet above the ground on the North, South, East, and West sides where there is no rust using an ultrasonic thickness method that eliminates the paint thickness (echo to echo mode). We will use Olympus 37DL Plus or 38DL plus instrumentation, which is state of the art.

Remove top soil four to six inches to expose rust ring.

Wire brush/scrape away rust ring to remove scale and rust.

Perform an impact test on the in the area where the rust ring was present. If the hammer penetrates the pole wall it is to be rejected and the Client is to be notified by the end of the day.

If the pole passes the impact test, record the depth of external pitting using a pit gage on the North, South, East, and West sides. Measurements shall be made to 1/64".

Record the inspection on a data form provided by PNL.

All failed poles shall have the address recorded and shall be flagged by wrapping a 1" ring of masking tape around the pole at approximately 5 feet above the ground.

The PNL Project Manager will be Alexander Zuran III, P.E., ASNT Level III, No. 14518. Data will be reviewed and the final report stamped. All data will be presented on a spreadsheet with conditions assessment made for each pole.

Phoenix National Laboratories, Inc.
2837 E. Chambers Street, Phoenix, AZ 85040
P: 602.431.8887 · F: 602.431.8889 · www.pnltest.com

CLIENT: City of Avondale
PROJECT: Inspection of Direct Burial Street Light Poles - 2nd Half

PNL REFERENCE NO: **24-160038**

REPORTING

Reports will be generated in the field and submitted to Client's designated field contact, if available, at the completion of the work each day. These reports are preliminary, subject to review by PNL's Project Manager (PM). If there are any questions or discrepancies on the field generated report(s), the PNL PM shall be contacted for disposition. Reviewed and approved reports will be submitted electronically to the Client's specified distribution list in PDF format. The reviewed reports may be either handwritten or typed. Approved reports will also be submitted with invoicing, either electronically or hard copy as directed by Client. Client also takes responsibility to review the content of the reports for accuracy and to report any discrepancy in a timely manner to the PNL PM.

SCHEDULE OF FEES

PAY ITEM	DESCRIPTION	QTY	PRICE	COST
215S.Poles.dug	Each, Nondestructive Testing of Light Poles that are dug, Non Arterial Streets	2313	$16.95	$39,205.35
215S.Poles.nd	Each, Nondetructive Tesitng of Light Poles that are not dug, Non Arterial Steets	0	$8.50	$0.00
211S.QUOTE	Each, Final Report Preparation and Analysis	1	$999.00	$999.00
		TOTAL		$40,204.35

PAYMENT TERMS: Due on Receipt

This proposal is valid for 90 days at which time a review may be required (see remarks).

REMARKS: Services and fees not listed will be quoted upon request. Rates are portal to portal and apply to any shift with 24 hour notification given. A minimum charge of 4 hours will be applied to all Radiographic Field services. A minimum charge of 3 hours will be applied to all other metro area field services. A minimum charge of 8 hours will be applied to all out of town services each day. Overtime rates will be applied at 1.35x the hourly rate for services provided in excess of eight hours per day, Saturday, Sunday, Holiday, and emergency service with less than 24 hours notification. Standby time due to delays beyond our control and travel time portal to portal will be charged at the applicable rate. Jigs, fixtures, calibration blocks transducers, probes unique to a job and equipment rentals will be charged at cost + 15%. The aforementioned unit rates are valid for one (1) year from the proposal date. Services & Fees subject to PNL's Terms and Conditions.

Category Number:
Item Number: 5

CITY COUNCIL AGENDA

SUBJECT:
Public Hearing on the Alternative Expenditure Limitation (Home Rule Option)

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Abbe Yacoben, Finance and Budget Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:
The Council will hold the first of two required public hearings on the alternative expenditure limitation (Home Rule Option).

BACKGROUND:
The Arizona State Constitution and Arizona Revised Statutes impose an expenditure limitation on every City and Town in the State. The State-imposed limitation uses expenditures of local revenues from Fiscal Year 1979-80 as a baseline. Each year, the Economic Estimates Commission (EEC) adjusts baseline expenditures based on a standard inflation rate and the population growth in the community to establish a new expenditure limitation (Avondale's State-imposed expenditure limitation for FY 2016 is $49.7 million).

Certain revenues are specifically excluded from the State-imposed expenditure limitation. For example, revenues received from the issuance of bonds, revenues received from interest or dividends, revenue from Federal grants, and intergovernmental revenue already subject to another entity's expenditure limitation, are all exempt from the expenditure limit.

If the State-imposed limitation does not allow for the expenditure of sufficient local funds (less the exemptions listed above), State law provides four options to potentially solve this problem. · Alternative expenditure limitation (local home rule option)

- A permanent base adjustment
- A capital projects accumulation fund
- A one-time override

All of the options require voter approval. If none of the options are approved by the voters, the State-imposed limitation will apply.

Home Rule Option

The home rule option allows the City to adopt its own "alternative" expenditure limitation and sets the limit at its adopted budget. In other words, it allows the City to establish its own expenditure limitation without being subject to the State-imposed limitation. It also significantly reduces the City's reporting burden to the State. Home rule must be approved by the voters, and is good for a period of four years. Renewal of home rule must be re-approved by the voters every four years.

Permanent Base Adjustment Option

A permanent base adjustment modifies the expenditure limitation base from 1979-80. The permanent adjustment allows the City to increase the base expenditures from 1979-80 and calculates the impact of the population and inflation factor on that new base. This results in an increase of the current and future year's expenditure limitations. As the name indicates, the adjustment is permanent and requires the approval of the voters one time.

Capital Projects Accumulation Fund Option

A capital project accumulation fund allows the City to exclude funds accumulated to pay for specific capital projects. This option is useful for Cities where the State-imposed limitation is adequate for operating costs, but not for capital outlay costs. A capital projects accumulation fund and the specific projects must be approved by the voters. If new projects are identified by the City, this would require voter approval for the new projects.

One-time Override Option

Any City may exceed its State-imposed limitation by a one-time override. This override is effective for one year, and does not affect the expenditure limitation base. The override must be approved by the voters and is good for one year.

DISCUSSION:
In 2013, the Avondale voters adopted an alternative expenditure limitation – Home Rule option (first approved in 1981 with eight subsequent extensions). The Home Rule option expires at the end of Fiscal Year 2016-2017.

In order to extend the home rule option, State law requires that two public hearings be held (scheduled for March 21st and April 4th) and the City Council to adopt a resolution proposing the extension, immediately following the second public hearing (April 4th). The alternative expenditure limitation will then be submitted to the voters of Avondale at an election to be held in the fall of 2016.

The FY 2015-2016 adopted City budget is $176,731,990, and while staff estimates $45 million in exemptions, this leaves a City budget of $131,731,990. The Current State-imposed limitation is $49,716,471. The City would have to cut more than $80 million from its budget. This would cause a very significant change in service levels. There are several factors that would cause the City of Avondale to exceed the State-imposed expenditure limit.

First, the State-imposed expenditure limitation, which is calculated with population and inflation factors, is based on projections for one year's needs. In a high growth community, this doesn't allow for a City to plan infrastructure and city services to stay ahead of the growth curve (i.e., building a wastewater treatment facility with excess capacity, instead of one year's capacity needs).

Second, the City of Avondale has changed significantly since 1979-80, when the baseline was established. Current citizens are demanding increased services and amenities that may not have been required in 1980. The increased expectations of the residents are not adequately factored into the population and inflation calculation performed by the State. As a result, the State-imposed limitation is based on expectations from 35 years ago, instead of today's residents.

Finally, the State imposed limitation does not account for additional revenue sources received since 1979-80. The City of Avondale has established development impact fees and two, half-percent sales tax increases since 1979-80. Both of these local revenue sources are subject to the State-

imposed limitation. Without an alternate expenditure limitation, the City would be unable to spend sales tax dollars from a voter approved initiative, which was approved to increase funding for public safety.

As the State-imposed expenditure limitation for the City of Avondale is not sufficient to allow the City to expend its local revenues and provide the basic services that the residents require, the proposed extension of the Alternative Expenditure Limitation should be placed on the ballot for voter approval.

RECOMMENDATION:
Staff recommends that Council hold a public hearing for the proposed extension of the Alternative Expenditure Limitation (home rule option).

Category Number:
Item Number: 6

CITY COUNCIL AGENDA

SUBJECT:
Professional Services Agreement CDM Smith Inc.

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623)-333-4410

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Staff is requesting that the City Council enter into a Professional Service Agreement with CDM Smith to design Water Reclamation Facility Upgrades for $1,029,706, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

BACKGROUND:
In January 2015, the city completed a facility assessment and updated Master Plan for the Water Reclamation Facility (WRF). The WRF was originally constructed in early 1990 and has been through two major expansions to increase the treatment capacity. The Master Plan identified several process improvements required to ensure the plant could continue to operate reliably. The report itemized improvements needed at the WRF, and funds were budgeted in the current year's Capital Improvement Plan to address the needs.

DISCUSSION:
A Request for Qualifications was released on October 13, 2015 with final submittals due December 3, 2015. Oral Interviews were held on January 12, 2016. Through this qualification process, CDM Smith was selected to provide professional services for the WRF improvements.

The requested work will include preparing a basis of design report, including cost estimates, for the following: Design of new Primary and Secondary Clarifiers.

- Design of Aeration Basin improvements, including automated sensors and controls to improve treatment efficiency.
- Design of new emergency generator and odor control facilities, depending on available construction budget.
- Legal descriptions for additional odor easement required for the construction of the new and future clarifiers.
- Post design services as required, including Construction Management oversight.

The design phase of the project is expected to be completed in October 2016. The fee for the design services and providing design reviews and assistance during construction is $1,029,706.

In addition to the design tasks, staff intends to utilize CDM Smith to provide Constructor Management Services for the project. Under this task, CDM Smiths would provide resident engineering and inspections service for the construction work. The value of this task is directly

related to the length of construction. Accordingly, staff will come back to Council once we have better information regarding the length of construction phase and ask to amend the contract to include this task.

BUDGET IMPACT:
Funding for this project was approved by Council in the current Capital Improvement Plan and is available in line item 513-1339-00-8620, WRF Facility Upgrades.

RECOMMENDATION:
Staff is requesting that the City Council approve a Professional Service Agreement with CDM Smith to design Water Reclamation Facility Upgrades for $1,029,706, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:

Description

PSA - CDM Inc.

PROFESSIONAL SERVICES AGREEMENT – CDM SMITH INC.

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/38221

Category Number:
Item Number: 7

CITY COUNCIL AGENDA

SUBJECT:
Sales Order - ADP, LLC. to add a Benefits Module

MEETING DATE:
3/21/2016

TO: Mayor and Council

FROM: Kevin Artz, Assistant City Manager, 333-1013

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Staff requests Council approve the Sales Order amending the ADP, LLC (ADP) contract to add a benefits module to the City's payroll processing system and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:
In December 2014, the Council approved (ratified) the agreement with ADP to process the City's payroll and provide payroll software. The City has been utilizing ADP to process payroll for the past eight months with positive results.

The original contract did not include the purchase of the benefits module. At the time, staff believed it was important to focus on the conversion of the critical payroll functions and postpone some of the non-critical functions. Now that the system has been successfully implemented, staff believes that accuracy and efficiencies can be improved with the implementation of the benefits module.

DISCUSSION:
The ADP Enhanced Benefits software will allow employees to enter their benefits selections (health and dental insurances, deferred compensation elections, and other benefits selections) through a website versus via paper forms. This will allow employees to view their selections and be certain of their plans throughout the year via the ADP Benefits software website.

Currently, open enrollment for city benefits occurs each May/June, and Human Resources staff enters that data into worksheets that are transmitted to the Health Trust and other third-party vendors. This new software would allow employees to input their benefit selections and the City would transmit the data through a software “bridge” connection to the Trust or other vendors.

In addition to modernizing the City’s benefits administration, ADP’s benefits software will facilitate the automation of certain onerous functions such as Affordable Care Act reporting and will assist with monthly reconciliation between employees covered and employees for whom the City is being invoiced.

The implementation schedule is 12 weeks, which would make the "live" date early July. As a result, the benefits module will not be available for open enrollment this year, however, employees will have access to the module and verify their benefits in July. Employees would also be able to manage their benefits throughout the year.

BUDGET IMPACT:
One-time implementation costs total $15,815 and staff has identified current year budget savings that can cover the implementation costs.

The annual on-going costs for the benefits module is $37,482. ADP has offered a 33% discount for the first three years, resulting in a net annual cost of $25,113 for the first three years. An on-going supplemental request will be requested in the FY 16-17 annual budget.

RECOMMENDATION:
Staff recommends Council approve the Sales Order amending the ADP, LLC (ADP) contract to add a benefits module to the City's payroll processing system and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

Contract Amendment

ADP WorkforceNow

MAJOR ACCOUNTS AGREEMENT

This Major Accounts Agreement ("**Agreement**") dated December 1, 2014 (the "**Effective Date**"), is by and between City of Avondale with offices at 11465 W. Civic Center Drive, Avondale, AZ 85323 ("**Client**") and ADP, LLC with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 ("**ADP**") for the procurement of Services (defined in Section 1A) from ADP in accordance with this Agreement. All references herein to "Client" shall refer to Client and its affiliates receiving the Services and ADP Products (defined in section 1A) pursuant hereto. For purposes of this Agreement "**affiliate**" of Client shall mean any individual, corporation or partnership or any other entity or organization (a "**person**") that controls, is controlled by or is under common control with Client. For purposes of the preceding definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.

1. GENERAL TERMS

A. Services. ADP shall provide payroll, tax filing, time and attendance, human resources ("**HR**"), self-service benefits administration, talent and other data processing services, including related web hosting services (the "**Services**"), equipment, computer programs, software (other than pre-packaged third-party software), and documentation (the "**ADP Products**") all as further detailed in the description of services found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time provided, however, that any such modifications will not have a material adverse impact on any of the Services Client is receiving) and in accordance with sales order(s) between Client and ADP (the "**Sales Order(s)**"). A mandatory credit check will be performed prior to the provision of any Payment Services (as defined in Section 8.B). The ADP Products and Services are hosted in the United States and are for use in the United States only unless otherwise permitted under this Agreement or ADP otherwise consents in writing. Client acknowledges and agrees that ADP will not be deemed to be providing legal, financial, benefits, or tax advice to Client as a result of the ADP Products and Services provided herein.

B. Accuracy of Client Information, Review of Data. All Services provided hereunder will be based upon information provided to ADP by Client (including proof of federal, state, and local tax identification numbers). Upon receipt from ADP, whether electronically or otherwise, Client will promptly review all disbursement records and other reports prepared by ADP for validity and accuracy according to Client's records and Client agrees that it will promptly notify ADP of any discrepancies (in any case before distributing any paychecks or relying on any such disbursement records or reports). To help prevent employee fraud, ADP recommends that Client has someone other than its designated payroll contact, promptly and thoroughly review Client's disbursement reports to enable Client to spot and correct errors and inconsistencies.

C. Protection of Client Files. ADP maintains appropriate security measures to protect the personal information of Client's employees and payees consistent with applicable state and federal laws including the Massachusetts Standards for The Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00). Additionally, ADP will employ commercially reasonable storage (including backup, archive and redundant data storage, on-site and off-site) and reasonable precautions to prevent loss of or alteration to Client's data files and/or Client Content (defined in Section 1H) in ADP's possession, but ADP does not undertake to guarantee against any such loss or alteration. 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 containing the information delivered to ADP (including printouts or electronic copies of Client Content input into any ADP Internet Services (defined in Section 1H)).

D. Use of ADP Products and Services. ADP Products and Services include confidential and proprietary information. Client shall use the ADP Products and Services only for its internal business purposes. Client shall not provide, directly or indirectly, any of the ADP Products or Services or any portion thereof to any other party. Client shall not provide service bureau or other data processing services that make use of the ADP Products or Services or any part thereof without the express written consent of ADP. Client represents that it has verified the identity of each of its employees to whom it will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). Client shall be responsible for ensuring that its employees, plan participants and any other persons authorized by Client to access or use the Services comply with all the terms of this Agreement.

E. Compliance with Laws. Client shall not use or access the ADP Products and Services in any way that violates any applicable international, federal, state or local laws and/or regulations. Client acknowledges that the ADP Products and Services are designed to assist Client in complying with applicable U.S. laws and U.S. governmental regulations, but that Client, and not ADP, shall be solely responsible for (i) compliance with all laws and governmental regulations affecting its business, and (ii) any use Client may make of the ADP Products and/or Services (including any reports and worksheets produced in connection therewith) to assist it in complying with such laws and governmental regulations. Further, Client is responsible for complying with all applicable data protection laws and represents that it has obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP. Client will not rely solely on its use of the ADP Products and/or Services in complying with any laws and governmental regulations (including but not limited to any applicable Office of Foreign Assets Control ("**OFAC**") screening requirement). ADP will be responsible for complying with all applicable laws or governmental regulations affecting its business generally. Each party will be responsible for complying with all requirements of applicable law or regulation regarding security breaches and suspected security breaches involving personal information stored on the computer systems of such party or its subcontractors. Payment Services are subject to the operating rules of the National Automated Clearing House Association ("**NACHA**"). ADP and Client each agree to comply with the NACHA rules applicable to it with respect to Payment Services.

F. License Rights. The right to use the ADP Products is granted to Client for the sole purpose of utilizing the Services as provided herein. Any license or right to access the ADP Products shall automatically terminate upon ADP ceasing to provide Client with related Services; provided, however, that Client shall be entitled to retain any time collection equipment that has been purchased and paid for in full by Client.

G. Online Access. Certain ADP Products or Services may be accessed by Client and its authorized employees and plan participants through the Internet at a website provided by ADP or on behalf of ADP, including those hosted by ADP on behalf of Client (a "**Site**"). In addition, Client acknowledges that security of transmissions over the Internet cannot be guaranteed. ADP is not responsible for (i) Client's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by ADP. In order to protect Client's data, ADP may suspend Client's, Client's employees', or plan participants' use of the ADP Products or Services via the Internet immediately, without prior notice, pending an investigation, if any breach of security is suspected.

H. Client Content. "**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, as well as (iii) Client's trademarks, trade names, service marks, logos and designs provided by Client, (the "**Authorized Marks**"); which ADP includes, either directly as part of its setup services or through Client or any of its employees or plan participants, in any web-based ADP Product, including ADP Workforce Now® (collectively "**ADP Internet Services**"). Client shall be solely responsible for obtaining all required rights and licenses to use and display the Client Content and for updating and maintaining the completeness and accuracy of all Client Content. Client grants ADP a right to use the Client Content for the sole purpose of performing the Services for Client. Notwithstanding, ADP may use the Client's and its employees' and participants' information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data. In the event that ADP makes available branding of any materials, cards and/or websites associated with the ADP Products or Services and Client requests such branding, Client grants ADP, the card issuers and any third-party service providers designated by ADP the right to display Authorized Marks, subject to Client's right to review and approve the copy prior to the use of such Authorized Marks. This authorization shall cover the term of this Agreement and, if Client is receiving ALINE Card services, any period of ongoing use of the cards by employees after termination of this Agreement.

I. ADP Content. ADP Workforce Now is ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance. Client understands that ADP may include informational content, forms and tools, as well as banner advertisements for ADP and/or third-party products and services, on the client self-administration portion of ADP Workforce Now as well as the employee self-service portion of ADP Workforce Now. Client may choose to suppress banner advertisements through such client self-administration portion, that ADP has posted to ADP Workforce Now, which represent offers or promotions from ADP or ADP partners. The availability and use of such content, forms and tools and banner advertisements shall be subject to the online terms (the "**Online Terms**"). Client's business dealings with any third-party advertiser found on ADP Workforce Now are solely between Client and such advertiser and ADP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on ADP Workforce Now. ADP shall have no liability to Client for any third-party software that may be accessed by Client via the ADP Internet Services.

J. Self-Service. Client acknowledges that certain of the Services allow Client's employees or participants to input information into the self-service portions of the Services. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service portion of the Services. ADP shall be entitled to rely upon such information in the performance of the Services under the Agreement as if such information was provided to ADP by the Client directly. While the Services' self-service features permit employees or participants to elect to receive pay statements and tax forms electronically, it remains the responsibility of Client to ensure that employees or participants receive pay statements and tax forms as required by law.

K. No Transfer, Modification, etc. Client shall not assign, loan, sublicense, alter, modify, adapt (or cause to be altered, modified or adapted), reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, all or any portion of the ADP Internet Services or any access or use thereof. Client will not write or modify interfaces or reports to any ADP Internet Service except as expressly authorized by ADP. CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF, OR ANY DERIVATIVE WORK FROM ADP WORKFORCE NOW.

L. Password Protection. Client agrees to maintain the privacy of usernames and passwords associated with ADP Internet Services. Client is fully responsible for all activities that occur under Client's password or Internet account. Client agrees to (i) immediately notify ADP of any unauthorized use of Client's password or Internet account or any other breach of security, and (ii) ensure that Client exits from Client's Internet account at the end of each session. ADP shall not be liable for any damages incurred by Client or any third party arising from Client's failure to comply with this section.

M. 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.

N. Transmission of Data. In the event that Client elects to use an application programming interface ("API") to provide, or 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. Additionally, ADP shall not be responsible for any services or data provided by any such third party.

2. FEES, PAYMENTS, AND TAXES

A. Fees. Client shall pay ADP for the ADP Products and Services at the rates specified in the Sales Order (assuming no changes in requirements, specifications, volumes or quantities) for the first six (6) months after the Effective Date, or if there is a Price Agreement, for the term set forth therein (the "**Initial Period**"). Client shall pay ADP for the ADP Products and Services added by Client after the Effective Date at ADP's then prevailing prices for such ADP Products and Services. Subject to any Price Agreement, ADP may increase prices for the ADP Products and Services at any time after the Initial Period upon at least thirty (30) days prior written notice to Client if such change is part of a general price change by ADP to its clients for affected items.

B. Billing. Payroll Processing services and any other ADP Products and/or Services bundled into the pricing for the Payroll Processing Services are billed immediately following Client's first payroll processing. If Client is obtaining ezLaborManager® or ADP Workforce Now Essential Time and Attendance, HR, Benefits and/or Talent Management and the pricing for such ADP Products and Services is not bundled with Client's pricing for Payroll Processing services, if any, billing for such ADP Products and Services will begin on the earlier of (i) the date that ADP Products and Services are available for use by Client in a production environment OR (ii) ninety (90) days from the Effective Date. Client will pay all invoices in full within thirty (30) days of the invoice date. Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client.

C. Taxes. Client shall be responsible for payment of all taxes (excluding those on ADP's net income) relating to the provision of ADP Products and Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to ADP to evidence Client's tax exemption status is provided by Client to ADP prior to the delivery of Services.

D. Important Tax Information (IRS Disclosure). Notwithstanding Client's engagement of ADP to provide ADP Tax Services, Client is responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them. Online enrollment in EFTPS is available at www.eftps.gov ; an enrollment form may also be obtained by calling (800) 555-4477. State tax authorities generally offer similar means to verify tax payments. Client may contact appropriate state offices directly for details.

3. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS IS PROVIDED "AS IS" AND ADP AND ITS LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP. ADP AND ITS LICENSORS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP WILL MEET CLIENT'S NEEDS.

4. INTELLECTUAL PROPERTY

A. Ownership and Proprietary Rights. All ADP Products licensed to Client hereunder are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensor(s) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws, that among other things, prohibit the unauthorized use and copying of any ADP Products. Client receives no rights to any ADP Products or any intellectual property of ADP or its licensors, except as expressly stated herein.

B. ADP Indemnity. Subject to the remainder of this Section 4B, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the ADP Products as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: Client shall take all reasonable steps to mitigate any potential damages which may result; Client shall promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action; and Client assists as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing ADP Product or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other products, processes or materials not supplied or directed by ADP (where the alleged infringements relates to such combination).

5. NONDISCLOSURE

All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (b) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, (c) relating to a specific employee, to the extent such employee has consented to its release, and d) in order to provide the Services under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP may retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. For purposes of this Section, "**Confidential Information**" shall mean: all information of a confidential or proprietary nature, including pricing and pricing related information and all personally identifiable payroll and employee-level data, provided by the disclosing party to the receiving party for use in connection with ADP Products or Services, or both, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. The obligations of ADP set forth in this Section 5 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future ADP product or service, and, accordingly, neither ADP nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

6. LIMITATION OF LIABILITY

A. Willful Acts, Errors and Omissions. ADP shall reimburse Client for actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees. ADP shall correct any Client report, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to Client. Additionally, if as a result of an error or

omission made by ADP in performing Tax Filing Services (defined in Section 8A) hereunder, an applicable taxing authority imposes a penalty on or assesses interest against Client, ADP will (i) pay all penalties resulting from ADP's error or omission, (ii) pay any interest charges imposed on Client for the failure to pay funds to the extent and for the period that such funds were held by ADP. The preceding sentence will only apply if (x) Client permits ADP to act on Client's behalf in any communications and/or negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP. Notwithstanding the foregoing, Client will be responsible for all taxes, penalties, and interest charges not resulting from ADP's error or omission.

B. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement (other than and subject to sections 4B and 6A above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for three (3) months for the affected ADP Products or Services during such calendar year. ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.

C. No Consequential Damages. NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR, LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ADP PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERM AND TERMINATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT

A. Termination/Suspension. Subject to the terms of any Price Agreement, entered into by ADP and Client, ADP may upon at least ninety (90) days prior written notice or Client may upon at least thirty (30) days prior written notice, terminate this Agreement or any Service(s) provided hereunder without cause. Either party may also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events). ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event Client, its employee(s) or any other third party (i) includes in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, or 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 or (ii) wrongfully uses or accesses the ADP Products or any other systems of ADP used in the performance of its obligations under this Agreement. Additionally, Payment Services (defined in Section 8B) may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from Client as required by Section 8B; (ii) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) and/or credits for Client's behalf for any reason; (iii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account; (iv) ADP reasonably determines that Client no longer meets ADP's credit/financial eligibility requirements for such Services; (v) Client has any material adverse change in its financial condition; or (vi) with respect to the ADP Wage Payments Card Services, the Issuing Bank cancels the Cards issued on behalf of Client. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. As such, ADP shall not be required to provide such Payment Services if ADP reasonably determines that Client presents an undue credit risk to ADP or in the event of any other termination right. If Payment Services are not terminated despite the occurrence of any of the events described above, ADP may require Client to pay its outstanding and all future third-party payment amounts covered by Payment Services and/or ADP's fees and charges for Payment Services to ADP (x) by bank or certified check, (y) by wire transfer of immediately available funds, and/or (z) in advance of the then current schedule, as a condition to receiving further Payment Services.

B. Post-Termination. If use of any ADP Products or Services is or may be terminated by ADP pursuant to Section 7A, ADP shall be entitled to allocate any funds remitted or otherwise made available by Client to ADP in such priorities as ADP (in its sole discretion) deems appropriate (including reimbursing ADP for payments made by ADP hereunder on Client's behalf to a third party). If any ADP Products or Services are terminated by either party hereto, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services (including, for Tax Filing Services, all related penalties and interest) then or thereafter due; (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third party; and (iii) pay any and all fees and charges invoiced by ADP to Client relating to the ADP Products or Services.

8. PAYROLL PROCESSING

The terms of this Section 8 shall apply only to the extent Client is receiving Payroll Processing products and services hereunder.

A. Payroll Processing and Tax Filing. ADP will process payroll for Client's employees and payees, deliver pay checks and related reports to Client, process direct deposits to those employees electing such service, remit payroll taxes on Client's behalf to those federal, state, and most local taxing jurisdictions designated by Client (not including the filing or depositing of excise, sales, use, corporate, or similar taxes), and file related tax returns (such remitting of payroll taxes and filing of related tax returns, the "**Tax Filing Services**"). For an additional fee, ADP will also process calendar year-end Forms W-2 for Client's employees and Forms 1099-MISC for payments to individuals that provide services to Client as independent contractors. Client shall be liable for, and shall indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees or payees.

B. Funding. If Client is receiving Payment Services (defined herein), Client shall have sufficient funds in Client's account within the deadline established by ADP to satisfy Client's third-party payment obligations in their entirety. "**Payment Services**" means any Services that require ADP, as part of such Services, to impound funds from Client's bank account to pay Client's third-party payment obligations (e.g., Tax Filing Services, Wage Garnishment Processing Services, ALINE Card, Full Service Direct Deposit Services and/or ADPCheck™

Services). ADP may commingle Client's impounded funds with other clients', ADP's or ADP-administered funds of a similar type. ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.

C. Debits. Client shall be liable for debits properly initiated by ADP hereunder. Client unconditionally promises to pay to ADP the amount of any unfunded payroll file (including any debit returned to ADP because of insufficient or uncollected funds or for any other reason), plus any associated bank fees or penalties, upon demand and interest on the unfunded payroll amount at the rate of 1.5% per month (or the maximum allowed by law, if less). Also, if any debit to an employee's or other payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to cooperate with ADP and pay the amount of such debit upon demand and interest thereon at the rate set forth in this Section 8C. Client agrees to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP.

D. Full Service Direct Deposit (FSDD). Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

E. ADPCheck™. Client shall not distribute any ADPChecks to payees prior to the check date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early cashing fee against Client. If Client desires to stop payment on any ADPCheck, Client shall provide ADP with a stop payment request in such form required by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. Client shall not request ADP to stop payment on any ADPCheck that represents funds to which the applicable payee is rightfully entitled. Client agrees to indemnify, defend, and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any ADPCheck requested by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorney fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check.

9. TIME AND ATTENDANCE

The terms of this Section 9 shall apply only to the extent Client is receiving time and attendance products and services (including EZLABORMANAGER®, ENTERPRISE eTIME®, AND ETIME®) hereunder.

A. Time and Attendance Products. ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "**Timeclock Equipment**"), time and attendance module or application, and related services (collectively, the "**Time Products**") described in the Sales Order. For the hosted Enterprise eTIME product only, additional license terms are available at www.adp.com/tlmlicenseterms.

B. Installation. Client shall provide and install all power, wiring and cabling required for the installation of any Timeclock Equipment. Client shall also pay an installation and setup fee for each unit of Timeclock Equipment if such equipment is installed on Client's premises by ADP.

C. Use of Timeclock Equipment and Right to Inspect. Client shall not make any alterations or attach any device not provided by ADP to the Timeclock Equipment, nor shall Client remove the Timeclock Equipment from the place of original installation without ADP's prior consent. Upon reasonable written notice to Client, ADP shall have the right to enter Client's premises to inspect the Timeclock Equipment during normal business hours. Title to the Timeclock Equipment shall at all times remain in ADP unless Client has chosen the purchase option and has paid ADP in full the purchase price. Except if so purchased and paid for by Client, the Timeclock Equipment is and at all times shall remain, a separate item of personal property notwithstanding its attachment to other Timeclock Equipment or real property.

D. Return of Timeclock Equipment. Upon termination or cancellation of this Agreement, Client shall, at its expense, return the Timeclock Equipment to ADP in accordance with ADP's instructions. The Timeclock Equipment shall be returned in as good condition as received by Client, normal wear and tear excepted. In the event the Timeclock Equipment is not returned within ninety (90) days, Client agrees to purchase it at the prevailing manufacturer's suggested retail price. If timely payment for the Timeclock Equipment is not made by Client, ADP shall have the right to take immediate possession of such equipment. The terms of this Section 9D shall not apply if prior to the time of such termination or cancellation Client already purchased and paid for the Timeclock Equipment in full.

E. Warranty. ADP warrants to Client that the Timeclock Equipment shall be free from defects in material and workmanship at the date such Timeclock Equipment is shipped and for ninety (90) days thereafter. ADP's sole obligation in case of any breach of any warranty contained herein shall be to repair or replace, at ADP's option, any defective items. The foregoing is the extent of ADP's liability with respect to all claims related to Timeclock Equipment, including without limitation, contract and negligence claims and shall constitute Client's sole remedy.

F. Maintenance Fees. Maintenance services for the Timeclock Equipment (set forth below in Section 9G) apply automatically to Timeclock Equipment obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

G. Maintenance Services. ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Timeclock Equipment has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement and any online or shrink-wrap terms or license, or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from Client of the Timeclock Equipment at issue and determines that it results from

defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for Client's use while such determination is being made with respect to the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following shall not be included in the foregoing maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Timeclock Equipment; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.

H. Upgrades. In order to keep the Time Products current, ADP may from time to time perform maintenance fixes and other upgrades to the Time Products Client is then receiving. ADP will perform these upgrades on Client's behalf for all hosted products. For non-hosted products, Client will be required to install the upgrade provided by ADP in accordance with the written notice provided to Client.

10. HR AND BENEFITS

The terms of this Section 10 shall apply only to the extent Client is receiving HR and/or Benefits products and services hereunder.

A. 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.

B. 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.

C. Client Review. Upon completion of any setup services or services referenced in Section 10A above, Client shall review the Client Content included in the HR and/or Benefits module by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in such module by ADP.

D. HIPAA Business Associate Amendment. 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**"), if services under the Benefits module are subject to HIPAA then such services 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. 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. The terms for setup services and subsequent setup services set forth in Sections 10A and 10B above will apply to setup for the Carrier Connection service. 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.

F. 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. preceding.

11. TALENT MANAGEMENT

The terms of this Section 11 shall apply only to the extent Client is receiving Talent, Recruitment, and/or Compensation Management products and services hereunder.

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 WorkforceNow 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 WorkforceNow Talent and/or Recruitment, 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 WorkforceNow 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.

12. SUI MANAGEMENT

The terms of this Section 12 shall apply only to the extent Client is receiving state unemployment insurance management services hereunder.

A. SUI Management Services. ADP will provide the State Unemployment Insurance management services described further at www.productdescription.majoraccounts.adp.com (collectively, the "**SUI Management Services**") to Client in accordance with the terms of this Agreement. Subject to Section 13, Client's compliance with its obligations in Sections 12B and 12C, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the SUI Management Services within the time periods established by the relevant unemployment compensation agencies. ,

B. Provision of Information; Contesting Claims. Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the UCM Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.

C. Transfer of Data. Client may transfer the information described in Section 12B to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

D. Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 7B, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

13. MISCELLANEOUS

A. Inducement; Entire Agreement; Modification. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by ADP and Client.

B. Third-Party Beneficiaries. With respect to the ADP Products and Services, ADP suppliers, vendors and referral partners may enforce the same disclaimers and limitations against Client as ADP may under Sections 3 and 6 of this Agreement. Other than ADP suppliers, vendors, and referral partners who are intended third-party beneficiaries with respect to Sections 3 and 6 of this Agreement, nothing in this Agreement creates, or will be deemed to create, third-party beneficiaries of or under this Agreement. ADP has no obligation to any third party (including Client's employees and/or any taxing authority) by virtue of this Agreement.

C. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

D. Non-Hire. During the term of this Agreement and for the twelve (12) months thereafter, neither Client nor the ADP regions providing the Services, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

E. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

F. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

G. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ADP shall be construed and enforced accordingly.

H. Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

I. Governing Law. This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

J. Limitation of Claims. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Client more than two (2) years after Client becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the cause of action.

K. Regulatory Notice. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

L. Use of Agents. ADP may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve ADP from responsibility for performance of its duties under the terms of this Agreement.

M. Conflicts Clause. In the event of a conflict between the terms of this Agreement and any additional terms, the terms of this Agreement shall control, unless an Addendum to this Agreement is executed simultaneously herewith or subsequently hereto, in which case the terms of such Addendum shall control.

N. Counterparts. This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

O. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. However, ADP may assign its rights and obligations under this Agreement to a commonly controlled affiliate of ADP without the prior written notice or consent of Client in order for such affiliate to perform any or all of the Services, provided that ADP will remain responsible for the performance of such Services.

P. Notices. All notices, including any notices of termination in accordance with Section 7 herein, shall be in writing and shall be delivered or sent by recognized courier or registered or certified mail, return receipt requested, to Client at the address indicated on the face hereof and to ADP, General Counsel – Major Accounts, One ADP Boulevard, Roseland, NJ 07068, or to such other addresses as the parties shall specify by notice given pursuant hereto.

IN WITNESS WHEREOF, this Agreement is hereby executed by an authorized representative of each party hereto and shall be effective on the Effective Date set forth above.

ADP, LLC	**CLIENT**
ADP Sales Associate _____	Client Signature _____
Name BRYAN M RUANE (type or print)	**Name** David Fitzhugh (type or print)
Title DISTRICT MGR Date 12/15/14	**Title** City Manager Date 12/01/14

ADDENDUM
to
MAJOR ACCOUNTS AGREEMENT
between
ADP, LLC
and
THE CITY OF AVONDALE

This Addendum, made as of the 1st day December, 2014 by and between ADP, LLC, A Delaware limited liability company ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and THE CITY OF AVONDALE, an Arizona municipal corporation, having a principal place of business at 11465 West Civic Center Drive, Avondale, Arizona 85323, ("Client"), contains changes, modifications, revisions and additions to the Major Accounts Agreement dated of even date herewith between ADP and Client (the "Agreement").

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:

1. Section 1A of the Agreement, entitled "**Services**", is hereby amended by inserting the following after the first sentence: "The ADP Sales Order, Quote Number 2014-329173.6 (attached hereto and incorporated herein) specifically identify the ADP Products and Services Client purchased as of the Effective Date of this Agreement. Thereafter, any ADP Products and Services added by Client (which are covered under this Agreement) will be specified in a new separate sales order form signed by the parties and such additional products and services shall be provided by ADP subject to the applicable terms of this Agreement."

2. Section 2A of this Agreement, entitled "**Fees**", is hereby amended by inserting the following language after "items" in the last sentence: "; provided however, fee increases (excluding delivery fees, reverse wire fees, jurisdiction fees, maintenance fees and W-2s) shall not exceed five percent (5%) over the previous years' per employee per processing rate for the same Services".

3. Section 2B of the Agreement, entitled "**Billing**" is hereby amended by inserting the following between the second and third sentences: "Client shall not be billed for implementation fees until the date the Services are available for use in a production environment."

4. Section 7A of this Agreement, entitled "**Termination/Suspension**", is hereby amended by inserting the following immediately after the first sentence: "In addition to the foregoing sentence, Client may terminate this Agreement and the corresponding Sales Order (Quote Number 2014-32917.6) immediately upon notice to ADP within the first thirty (30) days after the Effective Date of this Agreement in the event that (i) the Avondale City Council declines, in its sole discretion, to approve this Agreement and the corresponding Sales Order (Quote Number 2014-32917.6) at its meeting on December 15, 2014, or (ii) Client determines that the scope of services does not meet its needs during implementation of the Services."

5. Section 9A of the Agreement, entitled **"Time and Attendance Products**", is hereby amended by inserting the following at the end of the section: "Pursuant to Sales Order, Quote Number 2014-329173.6, Client will purchase and own the Enterprise E-Time System time clocks it requires from ADP for the cost set forth in such Sales Order. Client may contract with ADP or a separate vendor for the maintenance of the time clocks. The actual number of time clocks to be purchased from ADP will be agreed to by ADP and Client during implementation. If maintained by ADP, sections 9(F) and (G) shall apply."

6. Section 13A of this Agreement, entitled "**Inducement; Entire Agreement; Modification**", is hereby deleted in its entirety and replaced with the following:

"**A. Inducement; Entire Agreement; Modification**. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement and the Addendum executed contemporaneously herewith, contain the entire agreement of the parties with respect to its subject matter and supersede and override all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by ADP and Client."

7. Section 13 of the Agreement, entitled "**Miscellaneous**", is hereby amended by inserting the following new Sections Q - T as follows:

"**Q. Addendum**. This Agreement and the corresponding Sales Order are not valid without concurrent execution of the Addendum dated of even date herewith to Sales Order and Major Accounts Agreement between the Client and ADP. The Agreement and the corresponding Sales Order serve as a proposal of the pricing details, products, and services offered of ADP to client. ADP understands that, by signing this Agreement, it agrees the Client may terminate this Agreement pursuant to Section 7 above without cause or penalty, and that such termination shall not be deemed "bad faith" under applicable law.

R. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Client may, within three years after its execution, cancel this Agreement, without penalty or further obligation, made by the Client or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Client or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. If any ADP Products or Services are terminated by Client under this Section, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services (including, for Tax Filing Services, all related penalties and interest) then or thereafter due; and (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third-party.

S. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41 4401, ADP warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). ADP's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Client. Client shall have the right to request and inspect ADP's E-Verify registration or other reasonable evidence to demonstrate compliance with the above warranty.

T. Agreement Subject to Appropriation. The Client is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Client's then current fiscal year. The Client's obligations under this Agreement are current expenses subject to the Arizona "budget law" and the unfettered legislative discretion of the Client concerning budgeted purposes and appropriation of funds. Should the Client elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Client shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Client has no obligation or duty of good faith to budget or appropriate the payment of the Client's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Client shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Client shall keep ADP informed as to the availability of funds for this Agreement and shall provide ADP with at least thirty days' notice of the termination of this Agreement in the event fund are not appropriated and budgeted for the next fiscal year. The obligation of the Client to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Client."

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

By: _____

Name: Nicholas Vuong

Title: ~~Service Center DVP~~**
Sr Financial Analyst

CITY OF AVONDALE

By: _____

David W. Fitzhugh, City Manager

ATTEST: Carmen Martinez
Carmen Martinez, City Clerk

**** NOTE: ONLY THE SERVICE CENTER DVP OR DESIGNATED FINANCIAL EXECUTIVE OF THE AFFECTED REGION IS AUTHORIZED TO EXECUTE THIS ADDENDUM ON BEHALF OF ADP.**

(ACKNOWLEDGMENT)

STATE OF California)
) ss.
COUNTY OF San Diego)

On Dec. 12. 2014 San Diego, 2014, before me personally appeared Nicholas Long Vuong, the Service Center ~~DVP~~ Sr Financial Analyst West of ADP, LLC, a Delaware limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability company.

Gwen Bessemer
Notary Public

(Affix notary seal here)

GWEN BESSEMER
Commission # 2029432
Notary Public - California
San Diego County
My Comm. Expires Jun 17, 2017

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 2, 2014, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Amapola Arreola
Notary Public

(Affix notary seal here)

AMAPOLA ARREOLA
Notary Public - Arizona
Maricopa County
My Comm. Expires May 11, 2018

SALES ORDER

City Of Avondale
11465 W Civic Center Drive Ste 250
Avondale, AZ 85323
United States

Today's Date: **11/17/2014**
Quote Number: **2014-329173.6**

Control Start Date:

Executive Contact
Loretta Browning
Procurement Officer
lbrowning@avondale.org
623-333-2000

ADP Sales Associate
Bryan Ruane
bryan.ruane@adp.com
(480) 940-6835

Number of Employees for Payroll processing : 556 on control: City Of Avondale

Processing Fees	Count	Min	Base	Rate	Bi-Weekly Fee	Annual Totals
Workforce Now Solutions* - 15.0%	556		$135.00	$5.00	$2,915.00	$75,790.00
Enhanced Payroll						
Tax Filing Service		Employee and Manager Self Service				
Payment Service		Paid Time Off Accruals				
Reports Library and Custom Report Writer		ADP Portal with Customized Content				
Wage Garnishment Processing		Access to Mobile Apps				
New Hire Reporting		Employee Discount Program				
General Ledger Solution		Group Term Life Auto Calculation				
One Delivery Location		Online Reports and Pay Statements				
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				
Standard Management Reports* - 15.0%	1		$28.00		$28.00	$728.00
Standard Management Reports* - 15.0%	1		$28.00		$28.00	$728.00
Standard Management Reports* - 15.0%	1		$28.00		$28.00	$728.00
Standard Management Reports* - 15.0%	1		$28.00		$28.00	$728.00
Standard Management Reports* - 15.0%	1		$28.00		$28.00	$728.00
Standard Management Reports* - 15.0%	1		$28.00		$28.00	$728.00
Standard Management Reports* - 15.0%	1		$28.00		$28.00	$728.00
Standard Management Reports* - 15.0%	1		$28.00		$28.00	$728.00
Standard Management Reports* - 15.0%	1		$28.00		$28.00	$728.00
Standard Management Reports* - 15.0%	1		$28.00		$28.00	$728.00

Billing: Payroll Processing Services, HR and any module bundled into the single per employee per processing fee for Payroll is billed immediately following the client's first payroll processing.

*Discount					<$479.25>	<$12,460.50>
Sub Total					**$2,715.75**	**$70,609.50**

Monthly Fees	Count	Min	Base	Rate	Monthly Fee	Annual Totals
Workforce Now Enhanced Hosted Time & Attendance * - 15.0%	556	$2,000.00		$10.00	$5,560.00	$66,720.00
Enhanced Hosted Time						
Multiple Time Collection Methods		Rule Based Calculations				
PTO Management & Reporting		Enhanced Accruals				

Request & Approval Workflows Scheduling ADP Portal with Customized Content		Time Off Request Template Access to Mobile Apps			
Enterprise Leave * - 15.0%	556	$300.00	$1.50	$834.00	$10,008.00

Billing for Enhanced Time will begin on the earlier of (i) the date that Enhanced Time is available for use by the client in a production environment OR (ii) twenty (20) weeks from the effective date of this Sales Order.

*Discount				<$959.10>	<$11,509.20>
Sub Total				**$5,434.90**	**$65,218.80**

Invoice Details		**Unit Fees**
Additional Jurisdiction (if applicable)	2+	$8.95 per month

Annual Fees	**Count**	**Min**	**Base**	**Rate**	**Annual Totals**
Timeclock Annual Maintenance * - 15.0%	20			$325.00	$5,525.00
Year-end W2s * - 15.0%	556			$6.55	$3,095.53
Sub Total					**$8,620.53**

Hardware and Other Fees	**Count**	**Base**	**Rate**	**Total**
InTouch Barcode Purchase * - 15.0%	20		$3,595.00	$71,900.00
InTouch Quick Punch Purchase * - 15.0%	20		$1,795.00	$35,900.00
*Discount				<$16,170.00>
Sub Total				**$91,630.00**

Implementation Fees	**Count**	**One Time Fee**
Implementation for Workforce Now Enhanced Hosted Time & Attendance	1	$21,500.00
Implementation for Enterprise Leave	1	$10,000.00
Implementation for Workforce Now Solutions	1	$6,500.00
Standard Management Reports - Implementation	1	$100.00
Standard Management Reports - Implementation	1	$100.00
Standard Management Reports - Implementation	1	$100.00
Standard Management Reports - Implementation	1	$100.00
Standard Management Reports - Implementation	1	$100.00
Standard Management Reports - Implementation	1	$100.00
Standard Management Reports - Implementation	1	$100.00
Standard Management Reports - Implementation	1	$100.00
Standard Management Reports - Implementation	1	$100.00
Standard Management Reports - Implementation	1	$100.00
Sub Total		**$39,000.00**

Promotion:

1 Year Free of Service spread over 3 years: applies to months 7-10 each year from start date

Summary

Annual Total of Per Processing Fees	$70,609.50
Total Hardware and Other Fees	$91,630.00
Total Annual Fees (Total of all annual fees)	$8,620.53
Annual Total of Monthly Fees	$65,218.80
Total One-Time Fees (Total of all one-time fees)	$130,630.00

Control Summary

	Control Name	**Company Code**	**Pays**
Control 1	City Of Avondale		556

Client agrees to direct debit of fees for service: Yes

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: BRYAN M RANE

Title: DISTRICT MANAGER

Date: 12/2/14

Client:

By:

Name: David Fitzhugh

Title: City Manager

Date: 12-2-14

SALES ORDER

City Of Avondale
11465 W Civic Center
Avondale, AZ 85323
United States

Today's Date: **3/1/2016**
Quote Number: **02-2016-129057.2**

Control Start Date:

Executive Contact
Loretta Browning
Procurement Officer
lbrowning@avondale.org
(623) 333-2000

ADP Sales Associate
Bryan Ruane
bryan.ruane@adp.com
(480) 940-6835

Number of Employees for Payroll processing : 570 on control: City Of Avondale

Processing Fees	**Count**	**Min**	**Base**	**Rate**	**Bi-Weekly Fee**	**Annual Totals**
Workforce now Solutions* - 15.0%	570			$2.80	$1,596.00	$41,496.00
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						
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						
SPARK Report* - 15.0%	1		$25.00		$25.00	$650.00
SPARK Report* - 15.0%	1		$25.00		$25.00	$650.00
SPARK Report* - 15.0%	1		$25.00		$25.00	$650.00
SPARK Report* - 15.0%	1		$25.00		$25.00	$650.00
*Discount					<$254.40>	<$6,614.40>
Sub Total					**$1,441.60**	**$37,481.60**

Invoice Details **Unit Fees**

Carrier Connection Annual Maintenance Fee: 1 Feed - $250 per year; 2 Feeds - $500 per year; Over 2 Feeds - $750 per year

Implementation Fees	**Count**	**One Time Fee**
Implementation for Workforce Now Solutions	1	$9,500.00
SPARK Report - Implementation	1	$340.00
SPARK Report - Implementation	1	$340.00
SPARK Report - Implementation	1	$340.00
SPARK Report - Implementation	1	$340.00
Client does not need or already has hours history in Workforce Now	N/A	N/A
Standard Health & Welfare Carrier Connection Feed Setups	4	$4,955.00
Sub Total		**$15,815.00**

Summary

Annual Total of Per Processing Fees	$37,481.60
Total One-Time Fees (Total of all one-time fees)	$15,815.00

Contact Type	Contact	Phone
HR	Loretta Browning	(623) 333-2000
Payroll	Loretta Browning	(623) 333-2000
Executive	Loretta Browning	(623) 333-2000
Client Security Master	Loretta Browning	(623) 333-2000
Primary	Loretta Browning	(623) 333-2000

Control Summary

	Control Name	Company Code	Pays
Control 1	City Of Avondale	VQL	570

Client agrees to direct debit of fees for service: Yes

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: _____

March 7, 2016

Enhanced Benefits

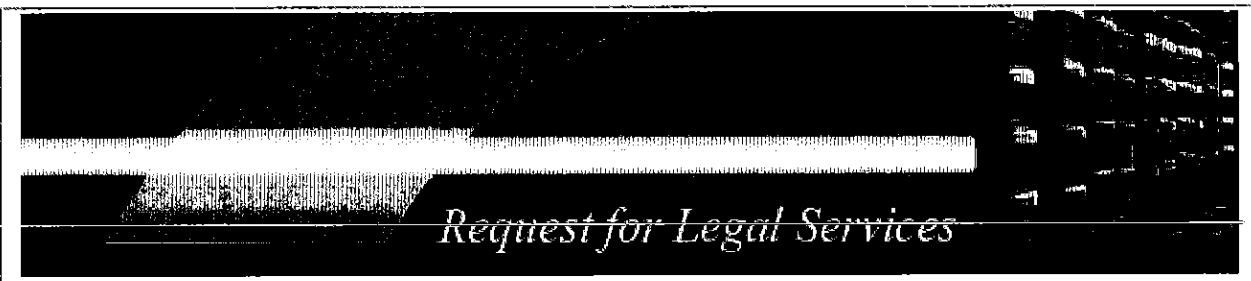
Item	**Terms**				
	Implementation Period, Year 1 2/22/16-7/15/16 (Short year) Targeting June for Go live	**Option Year 2** 7/16/16-7/15/17	**Option Year 3** 7/16/17-7/15/18	**Option Year 4** 7/16/18-7/15/19	**Option Year 5** 7/16/19-7/15/20
Hardware	**$0**	**$0**	**$0**	**$0**	**$0**
Software					
Services					
Implementation of Workforce Now	$9,500.00				
Implementation of Spark Reports	$1,360.00				
Implementation of 4 Carrier Connection Setups	$4,955.00				
Processing Fees	$5,766.40	$24,987.73	$24,987.73	$24,987.73	$37,481.60
Maintenance and Support					
Annual Maintenance		$750 Carrier Connection	$750	$750	$750
Discounts	*Please see below	** Please see below	**Please see below	** Please see below	*Please see below
Total	**$21,581.40**	**$ 25,737.73**	**$ 25,737.73**	**$ 25,737.73**	**$38,231.60**

*Pricing is reflective of 15% TCPN Discount Applied
** Pricing is reflective of 15% TCPN Discount *and* 12 mos free/3 yrs (net 33% annual discount) that the City of Avondale currently has since started with ADP.
-Enhanced HR, purchased originally with ADP, has “Onboarding Wizard”, as shown in demo
-3-Year Potential Aggregate Value = $73,056.86
-5-Year Total Potential Aggregate Value = $ 137,026.19

March 7, 2016

Workforce Now, EET Time & Attendance and Enhanced Benefits Combined

ADP Services	IMPLEMENTATION FEES FY 2016	2ND YEAR ONGOING FY 2017	3RD YEAR ONGOING FY2018	4TH YEAR ONGOING FY 2019	5TH YEAR ONGOING FY 2020	5 YEAR TOTALS
I. Workforce Now & Enhanced Time Solutions	$130,630.00	$144,449.00	$144,449.00	$144,449.00	$144,449.00	$708,426.00
II. Enhanced Benefits	$21,581.40	$25,737.73	$25,737.73	$25,737.73	$38,231.60	$137,026.19
Combined Totals	$152,211.40	$170,186.73	$170,186.73	$170,186.73	$182,680.60	**$845,452.19**



Contract Transmittal Sheet

Submit

Departmental Contact Information

Requestor Name:	Loretta Browning	***Department:***	Finance
Telephone Number:	623.333.2029	***E-Mail Address:***	lbrowning@avondale.org
Additional Contacts:	Abbe Yacoben (3/10-3/18)	***Additional E-mails***	ayacoben@avondale.org; robl@avondale.org;

Services Request Information

Date of Request:	***Due Date (From CA's office):***	***Proposed Council Date:***	***Council Approval not Required:***
2/11/2016	2/25/2016	*03/14/2016*	☐

Request Title*(refrain from using special characters such as "._/-" these will keep the file from saving properly)*:

Addendum 2 to the contract between the City of Avondale and Automatic Data Processing no 14032

Description of Services/goods being sought:

Addendum 2 to contract with ADP to add the HR Enhanced Benefits Services

Services Required: PSA (Professional Services Agreement)

Specify: *Purchase and Services contract(includes technology)*

This request is related to prior review (Please document if this RFLS references a past review)

Contractor/Vendor Information

Company:	***Contact Person:***	***Address:***
ADP	Bryane Ruane	7474 W. Chandler Blvd. Chandler, AZ 85226

E-Mail Address:	***Telephone Number:***	***Fax Number:***
Bryan.Ruane@ADP.com	480-940-6835	

Registrar of Contractors/Business License Number:

License Expires:

AZ Registrar of Contractors Website: ***AZ-ROC***

Arizona Corporation Commission File Number:

Arizona Corporation Commission Website: ***ACC***

Contract/Document Attachment Information

How was Vendor/Contractor/Consultant selected?	Does this review have associated Federal Funding?	Contract Term From:	Contract Term To:
TCPN contract	No	12/1/2014	4/30/2015

Name of contract used (i.e. GSA, Mohave, Etc.):	Contract Number:	Contract Amount:	Cumulative Amount:
	14032	$130,630	$845,452.19

Web Hyperlink to Contract/Amendments (Copy and Paste Link here):	Description:

Insert item

Attached Document:	Attachment Description (Enter Document Description):
MAJOR ACCOUNT AGREMENT.pdf 2.24 MB	CONTRACT 14032
AvondaleSalesOrderMar1 2016.pdf 44.69 KB	ADP SALES ORDER TO INCORPORATE ENHANCED BENEFITS
AvondaleHRPricingMatrixMarch716.docx 18.58 KB	CONTRACT PRICING TABLE FOR 5 YEAR PERIOD (Revised 3/8/2016)
Competition Impractical Determination Signed- ADP Benefits.pdf 64.6 KB	Competition Impractical signed

Insert item

Upload Document (Due to Size Limitations):	Upload Description (Enter Document Description):
Click Here to Upload Document	
Click here to insert a hyperlink	

Insert item

Notes (Please Insert item for each new note)

Procurement office notes 2/11/2016: The attached table demonstrates how we arrived at the cumulative contract amount of $851,568. The contract Addendum to is to add the Enhanced Benefits Module and Support services. ADP has offered an additional discount on top of the 15% discount offered through the TCPN contract. The TCPN contract is due to expire in April of 2017, however the City anticipates utilizing the services well past this date and therefore is projecting the costs expected for a 5 year duration. This is what will be presented to council. Thank you, LBrowning

Procurement Office notes 3/7/2016: The sales order and pricing matrix have been revised and attached.

Procurement office notes 3/9/2016: Added Abbe Yacoben and Rob Lloyd as my back up contacts, should there be any questions regarding the attachments or changes that would impact this being completed by the March 14 work session. Thank you, LBrowning

Notes (Please Insert item for each new note)

Attorney notes: A second addendum is not necessary. The Addendum that was previously prepared, and signed along with the ADP Agreement, covers additional services to be added; no terms are changing. See marked up copy of Addendum attached below. The ADP Major Accounts Agreement, the Addendum, the 11-17-2014 Sales Order, the 3-1-2016 Sales Order and the attached revised table should accompany the Council Report.

Insert item

RFLS Response Information

RFLS Status:	***Attorney Assigned:***	***Date Completed:***	
Atty Complete	Sandra McIntyre	3/9/2016	E-mail Originator

Attached Document:	***Attachment Description (Enter Document Description):***
ADP Addendum - Executed.pdf 266.6 KB	

Insert item

Upload Document (Due to Size Limitations):	***Upload Description (Enter Document Description):***
Click Here to Upload Document	
Click here to insert a hyperlink	

Insert item

Submit

File Information:

File Number 3169 File Name: i:0#.f|membership|brown... Instruction Manual