



1602 Village Market Blvd SE, Suite 320  
Leesburg, VA20175 USA

**Cage Code:** 7QV38  
**UEI Number** Y7D5MXRU2839  
**DUNS#** 080431574  
**Federal Tax ID:** 81-3911287  
**Business Size:** Small Business

**Date:** 1/9/2024, 3:08 PM

**Phone:** 571 707-4130  
**Fax:** 571-291-4119  
**Email:** sales@vertosoft.com

**Vertosoft Contact:** David Ball  
**Phone:** (571) 218-5194  
**Email:** david.ball@vertosoft.com

## OpenGov Quote for City of Killeen, TX

**Contract:** DIR-TSO-4227

**Quote #:** Q-04441  
**Expires On:** 1/31/2024

**Ship To**  
City of Killeen, TX

**Quote For:**  
**Name:** Lorianne Luciano  
**Company:** City of Killeen, TX  
**Email:** lluciano@killeentexas.gov  
**Phone:**

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 2/14/2024  
Overall POP End Date: 2/13/2029

### Term 1

Period of Performance: 2/14/2024 - 2/13/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWDC-B200300M-AR-3Y	OpenGov Financials - Between \$200-300 Million - 3Y	1.00	\$275,841.00	\$275,841.00
OPGV-GHBP-B200300M-NR-0Y	Custom Professional Services Deployment - Fixed Fee - Between \$200-300 Million - 0Y	3,521.00	\$252.41	\$888,735.61
OG-Travel-Expense-Reimb	OpenGov - designed for reimbursable travel expenditures. Billed Monthly as Incurred.	1.00	\$60,000.00	\$60,000.00
<b>Term 1 TOTAL:</b>				\$1,224,576.61

### Term 2

Period of Performance: 10/01/2024 - 2/13/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GOFS-B200300M-RR-5Y	OpenGov Procurement - Between \$200-300 Million - 5Y	1.00	\$12,029.06	\$12,029.06

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GBCS-B200300M-RR-5Y	Premium Support - Between \$200-300 Million - 5Y	1.00	\$2,268.49	\$2,268.49
<b>Term 2 TOTAL:</b>				\$14,297.55

Term 3

Period of Performance: 12/14/2024 - 2/13/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GEBS-B200300M-RR-5Y	Reporting and Analysis - Between \$200-300 Million - 5Y	1.00	\$1,925.00	\$1,925.00
<b>Term 3 TOTAL:</b>				\$1,925.00

Term 4

Period of Performance: 2/14/2025 - 2/13/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWDC-B200300M-AR-3Y	OpenGov Financials - Between \$200-300 Million - 3Y	1.00	\$289,635.15	\$289,635.15
OPGV-GZBS-B200300M-RR-1Y	OpenGov Agile Services - Between \$200-300 Million - 1Y	405.00	\$185.18	\$74,997.90
OPGV-GOFS-B200300M-RR-5Y	OpenGov Procurement - Between \$200-300 Million - 5Y	1.00	\$33,406.80	\$33,406.80
OPGV-GBCS-B200300M-RR-5Y	Premium Support - Between \$200-300 Million - 5Y	1.00	\$6,300.00	\$6,300.00
OPGV-GEBS-B200300M-RR-5Y	Reporting and Analysis - Between \$200-300 Million - 5Y	1.00	\$12,127.50	\$12,127.50
<b>Term 4 TOTAL:</b>				\$416,467.35

Term 5

Period of Performance: 2/14/2026 - 2/13/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWDC-B200300M-AR-3Y	OpenGov Financials - Between \$200-300 Million - 3Y	1.00	\$307,866.80	\$307,866.80
OPGV-GZBS-B200300M-RR-1Y	OpenGov Agile Services - Between \$200-300 Million - 1Y	405.00	\$185.18	\$74,997.90
OPGV-GOFS-B200300M-RR-5Y	OpenGov Procurement - Between \$200-300 Million - 5Y	1.00	\$35,077.14	\$35,077.14
OPGV-GBCS-B200300M-RR-5Y	Premium Support - Between \$200-300 Million - 5Y	1.00	\$6,615.00	\$6,615.00
OPGV-GEBS-B200300M-RR-5Y	Reporting and Analysis - Between \$200-300 Million - 5Y	1.00	\$12,733.88	\$12,733.88
<b>Term 5 TOTAL:</b>				\$437,290.72

Term 6

Period of Performance: 2/14/2027 - 2/13/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWDC-B200300M-AR-3Y	OpenGov Financials - Between \$200-300 Million - 3Y	1.00	\$327,010.04	\$327,010.04
OPGV-GZBS-B200300M-RR-1Y	OpenGov Agile Services - Between \$200-300 Million - 1Y	405.00	\$185.18	\$74,997.90
OPGV-GOFS-B200300M-RR-3Y	OpenGov Procurement - Between \$200-300 Million - 3Y	1.00	\$36,831.00	\$36,831.00
OPGV-GBCS-B200300M-RR-5Y	Premium Support - Between \$200-300 Million - 5Y	1.00	\$6,945.75	\$6,945.75

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GEBS-B200300M-RR-5Y	Reporting and Analysis - Between \$200-300 Million - 5Y	1.00	\$13,370.57	\$13,370.57
<b>Term 6 TOTAL:</b>				\$459,155.26

Term 7

Period of Performance: 2/14/2028 - 2/13/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWDC-B200300M-AR-3Y	OpenGov Financials - Between \$200-300 Million - 3Y	1.00	\$347,110.43	\$347,110.43
OPGV-GZBS-B200300M-RR-1Y	OpenGov Agile Services - Between \$200-300 Million - 1Y	405.00	\$185.18	\$74,997.90
OPGV-GOFS-B200300M-RR-3Y	OpenGov Procurement - Between \$200-300 Million - 3Y	1.00	\$38,672.55	\$38,672.55
OPGV-GBCS-B200300M-RR-5Y	Premium Support - Between \$200-300 Million - 5Y	1.00	\$7,293.04	\$7,293.04
OPGV-GEBS-B200300M-RR-5Y	Reporting and Analysis - Between \$200-300 Million - 5Y	1.00	\$14,039.10	\$14,039.10
<b>Term 7 TOTAL:</b>				\$482,113.02

<b>TOTAL:</b> \$3,035,825.51
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### Quote Terms

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov Services is pursuant to the the OpenGov End User License Agreement, Texas DIR Contract DIR-TSO-4227 set forth at <https://opengov.com/terms-of-service/end-user-license-agreement-texasdir/>. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Additionally, any upgrades to software would be included in our annual cost, therefore, no additional charges would incur if OpenGov was to upgrade a module(s) the City is currently using. As a "Development Partner" this would ensure the City is always operating on the most current version.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.



## ORDER FORM

Quote#: Q-215522  
Expires: 29 Feb, 2024  
Sales Executive: Jason Coppi  
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote  
Date: 19 Jan, 2024

Customer Legal Name:  
CITY OF KILLEEN

Ship To: CITY OF KILLEEN  
101 COLLEGE ST  
KILLEEN, TX 76541-6105 USA

Customer Legal Address:  
101 COLLEGE ST, KILLEEN, TX 76541-6105 USA

Bill To: CITY OF KILLEEN  
101 COLLEGE ST  
KILLEEN, TX 76541-6105 USA

Bill To Contact:

Ship To Contact: Lorianne Luciano

Ship to Phone: (254) 501-7729  
Ship to Mobile:  
Contact: Lorianne Luciano  
Email: lluciano@killeentexas.gov

Currency: USD  
Customer PO Number:  
Solution ID: 6138490  
Initial Term: 60 months  
Uplift Percent: 4 %

Shipping Terms: Shipping Point  
Ship Method: FedEx Ground  
Freight Term: Prepay & Add  
Renewal Term: 12 months  
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form

### Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG READY TIME	1,400	USD 3.78	USD 5,292.00
UKG READY ACCRUALS MANAGER	1,400	USD 0.63	USD 882.00
UKG READY LEAVE	1,400	USD 0.95	USD 1,330.00





Subscription Services	Quantity	PEPM	Monthly Price
UKG READY HR	1,400	USD 3.78	USD 5,292.00
UKG READY BENEFITS	1,400	USD 3.47	USD 4,858.00
UKG READY LEARNING	1,400	USD 2.21	USD 3,094.00
UKG READY PAYROLL	1,400	USD 3.78	USD 5,292.00
UKG READY PERFORMANCE	1,400	USD 0.63	USD 882.00
UKG READY RECRUITING	1,400	USD 0.63	USD 882.00
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00
UKG READY PAYROLL SERVICES	1,400	USD 1.75	USD 2,450.00
<b>Total Price</b>			<b>USD 30,254.00</b>

### Equipment Purchase

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
UKG INTOUCH DX G2,B/C	22	USD 2,697.35	USD 59,341.70
<b>Total Price</b>			<b>USD 59,341.70</b>

### Hardware Support

Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 6,600.00
<b>Total Price</b>		<b>USD 6,600.00</b>

### Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX/DX G2	22	USD 0.00	USD 0.00
<b>Total Price</b>			<b>USD 0.00</b>

### One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	<b>USD 109,848.00</b>

### Quote Summary



Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 30,254.00

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 363,048.00

Item	Total Price
Total Equipment Purchase and Accessories Fee	USD 59,341.70

Item	Total Price
Total Support Fee	USD 6,600.00

Item	Total Price
Total One Time Fees	USD 109,848.00

#### Order Notes:

This order entered into between the Customer and Kronos SaaShr, Inc. (a UKG company) is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaShr, Inc. (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18221"). The Attachment 1 is included with this Order Form. Customer agrees that additional fees may be invoiced and owed if Customer incurs fees as outlined in <https://www.ukg.com/ukg-payroll-services-miscellaneous-pricing-scheduleAugust2019> ("Attachment 2").

The Professional Services Engagement Overview attached to this Order Form is a summary for the implementation services to be provided by UKG for the UKG Ready Setup Fees set forth on this Order Form.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF KILLEEN		Kronos SaaShr, Inc.	
Signature:	<hr/>	Signature:	<div><div>DocuSigned by:</div><div><i>Erica Bukowski</i></div><div>93A063ADEBCA41A...</div></div> <hr/>
Name:	<u>Kent Cagle</u>	Name:	<u>Erica Bukowski</u>
Title:	<u>City Manager</u>	Title:	<u>Sr. Order Processing Analyst</u>
Date:	<hr/>	Date:	<u>1/19/2024   3:39 PM EST</u>
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.</p>			



## Professional Services Engagement Overview

### Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order for, to CITY OF KILLEEN (“Customer”) related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Ready® Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Ready – Software as a Service (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

### Your Ready SaaS Solution

CITY OF KILLEEN and Kronos are deploying the following Ready modules with 1 location(s), 1 EINS and 0 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
UKG READY TIME	1400	1	140 Days
UKG READY ACCRUALS MANAGER	1400	1	
UKG READY HR	1400	1	
UKG READY PAYROLL	1400	1	
UKG READY PAYROLL SERVICES	1400	1	
Value Add Modules	Employees	Deployments	Estimated Duration
UKG Ready Learning	1400	1	60 Days
UKG Ready Recruiting	1400	1	30 Days
UKG Ready Performance Management	1400	1	30 Days
UKG Ready Leave	1400	1	30 Days

### CITY OF KILLEEN and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between CITY OF KILLEEN and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Ready solution that meets your organization’s specific requirements. Your organization’s participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.



## Core Functionality Deliverables

Working in close collaboration, CITY OF KILLEEN and Kronos will deploy the following core modules and functionality in 140 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

Ready Core	Kronos Delivered Value
<b>UKG Ready Time</b>	<p>UKG Ready Time deployment gets you started with the ability to accept punches and pay employees accurately through these core components:</p> <ul style="list-style-type: none"><li>• Total Cost Centers</li><li>• Profiles<ul style="list-style-type: none"><li>• Timesheet</li><li>• Time Off Request</li><li>• Pay Calculations</li><li>• Pay Prep</li><li>• Security</li><li>• Points</li></ul></li><li>• Tables<ul style="list-style-type: none"><li>• Rate</li><li>• Holiday</li></ul></li><li>• Manager Levels</li><li>• Employee Perspective Scorecards</li><li>• Workflows<ul style="list-style-type: none"><li>• Time Off Requests</li><li>• Timesheet Change Requests</li></ul></li><li>• Schedules<ul style="list-style-type: none"><li>• Daily Rules</li><li>• Work Schedule Profiles</li></ul></li><li>• Pay Periods</li><li>• Counters</li><li>• Time Off Categories</li><li>• Reports<ul style="list-style-type: none"><li>• 61 commonly used pre-configured reports are included in the implementation</li><li>• Kronos will configure up to 5 additional custom reports using the standard functionality in the software</li></ul></li><li>• Timekeeping Admin Training</li></ul>
<b>UKG Ready Accruals Manager</b>	<p>UKG Ready Accruals Manager adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time off policies through:</p> <ul style="list-style-type: none"><li>• Consistent enforcement of policy</li><li>• Configurable calculation methods &amp; grants</li><li>• Time-Off routing &amp; approval workflow (requires UKG Ready Time)</li><li>• Time-Off requests at data collection devices</li><li>• Automatic updates to schedule &amp; timecard (requires UKG Ready Time)</li><li>• Visibility to projected balances</li><li>• Automatic balance reduction (requires UKG Ready Time or UKG Ready Payroll)</li><li>• View time-off calendars for groups</li></ul>

	<ul style="list-style-type: none"> <li>• Mobile access</li> <li>• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format</li> <li>• Configure accruals profiles and assign to employees</li> </ul> <p><b>Please note</b> that UKG Ready Accruals Manager requires UKG Ready Time.</p>
<b>UKG Ready HR</b>	<p>UKG Ready HR <i>core functionality</i> deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through:</p> <ul style="list-style-type: none"> <li>• Core employee demographics</li> <li>• Onboarding</li> <li>• Checklists <ul style="list-style-type: none"> <li>• Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Personnel management</li> <li>• Benefits administration</li> <li>• Open enrollment / life event</li> <li>• Work Flows <ul style="list-style-type: none"> <li>• Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• HR documents &amp; forms <ul style="list-style-type: none"> <li>• Up to 10 custom forms will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Incident tracking</li> <li>• Certification / Credential</li> <li>• Asset management</li> <li>• Compliance reporting</li> <li>• Standard reporting</li> <li>• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format</li> <li>• Interface bundle using customer supplied data in standard file formats</li> <li>• HR Admin Training</li> </ul>
<b>UKG Ready Payroll</b>	<p>UKG Ready Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and export data needed for tax filing (if using a provider other than UKG Ready Payroll Services) through:</p> <ul style="list-style-type: none"> <li>• Pay Period Profiles</li> <li>• Up to two Parallel Payroll Tests</li> <li>• Company Tax Setup (Jurisdictions)</li> <li>• Custom Exports/Reports</li> <li>• Company Deduction Types</li> <li>• Company Earning Types</li> <li>• Configure Default Banks</li> <li>• Workers Comp Types</li> <li>• Payroll History up to 4 Quarter of Current Year</li> <li>• All Payroll Configurations Include: <ul style="list-style-type: none"> <li>• Standard Dashboard Widgets</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Global Payroll Settings</li> <li>• Standard Notifications</li> <li>• GL Set Up</li> <li>• In-house manual check printing</li> <li>• Employee Imports</li> <li>• Vendor Payments (ACH/Check)</li> <li>• Payroll Administrative Training</li> </ul> <p><b>Please note:</b> If UKG Ready Payroll Services module has been purchased, see UKG Ready Payroll Services deliverables in this document. If UKG Ready Payroll Services module has not been purchased, Kronos will configure tax filing options for one of the following vendors – BSI, ADP, Ceridian.</p>
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<b>UKG Ready Payroll Services</b>	<p>UKG Ready Payroll Services deployment prepares you to manage post payroll calculation functions utilizing the services as indicated in the Payroll Processing Addendum through:</p> <ul style="list-style-type: none"> <li>• Election of services</li> <li>• Confirmation of Funding method</li> <li>• Testing of Funding bank account</li> <li>• Tax Account ID, Frequency &amp; Rate*</li> <li>• Balancing Current Year Payroll Tax Payments</li> <li>• Collection of Power of Attorney forms for all jurisdictions</li> <li>• Delivery policy configuration</li> <li>• Shipping account authorization and configuration</li> <li>• Confirmation Multi-state new hire registration (if applicable)</li> <li>• Master Vendor maintenance</li> <li>• Payroll Processing Notifications</li> <li>• Tax Code configuration verification reporting</li> <li>• UKG Ready Payroll Services New administrator training</li> </ul> <p><i>*Services can only be provided for tax accounts with valid Tax ID provided</i></p> <p><b>Please note:</b> It is the responsibility of the customer to provide all requested information including year-to-date payroll and tax payment information, valid tax account ID's for all active tax jurisdictions and requested Power-of-attorney forms.</p>
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<b>UKG Ready Benefits</b>	<p>UKG Ready Benefits deployment gets you started with the end-to-end benefit administration process with the ability to automate carrier connectivity through:</p> <ul style="list-style-type: none"> <li>• Employee Self-Service capabilities including open enrollment/life events</li> <li>• Dependent and beneficiary record keeping</li> <li>• Drag-n-Drop scheduling tools</li> <li>• One time data load of benefit enrollments, including dependents and beneficiaries</li> <li>• Benefit maintenance training</li> <li>• 10 carrier feeds including benefit providers, COBRA connectivity to a TPA, and Financial Connectivity (Each file needed, even to the same vendor, will count as one feed)</li> <li>• Smart Forms</li> </ul>
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	<ul style="list-style-type: none"> <li>• Standard Reporting</li> </ul> <p>Please note: UKG Ready Benefits requires UKG Ready HR for benefit plan feeds and UKG Ready Payroll for retirement/401(k) feeds</p>
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### Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with CITY OF KILLEEN to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
<b>UKG Ready Leave</b>	<p>UKG Ready Leave adds comprehensive leave administration through:</p> <ul style="list-style-type: none"> <li>• Federal &amp; state leave policy enforcement</li> <li>• Employer-specific leave policy enforcement</li> <li>• Qualifying questionnaire</li> <li>• Leave eligibility, type &amp; duration determination</li> <li>• Leave case routing workflow</li> <li>• Leave case life cycle monitoring</li> <li>• Leave hour interface with timesheets</li> <li>• Employee self-service leave request &amp; history</li> <li>• Standard reporting &amp; email notification alerts</li> <li>• One-Time data load using customer-supplied data – current leave cases, leave case entries &amp; entitlement balances in a standard Kronos-supplied format</li> </ul> <p><b>Please note:</b> This module provides maximum value when used with UKG Ready Time, UKG Ready Accruals &amp; UKG Ready HR.</p>
<b>UKG Ready Performance</b>	<p>UKG Ready Performance provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> <li>• Full Performance Configuration</li> <li>• Up to 3 review profiles will be configured by the Kronos project team, however the Customer can configure as many as needed</li> <li>• Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and how to assign them to Employees. Customer will be responsible for the setup of each development area.</li> </ul> <p><b>Please note:</b> UKG Ready Performance requires UKG Ready HR.</p>
<b>UKG Ready Recruiting</b>	<p>UKG Ready Recruiting provides proactive administration of your Recruitment strategy across the Ready solution through:</p> <ul style="list-style-type: none"> <li>• Applicant Configuration</li> <li>• Job Requisitions</li> <li>• Work Flows</li> </ul>



	<ul style="list-style-type: none"> <li>• Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> <li>• Applicant Administration</li> <li>• Checklists <ul style="list-style-type: none"> <li>• Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Tracking/recruitment custom forms <ul style="list-style-type: none"> <li>• Up to 5 custom forms will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Talent tracking – training, skills, certifications</li> <li>• Communication and Notification templates <ul style="list-style-type: none"> <li>• Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Standard reporting</li> </ul> <p><b>Please note:</b> UKG Ready Recruiting requires UKG Ready HR.</p>
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<b>UKG Ready Integration Hub</b>	<p>UKG Ready Integration Hub enables data to flow between Ready and 3<sup>rd</sup> party applications and/or vendors. If the 3<sup>rd</sup> party application and/or vendor does not accept the standard Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Ready format and utilizing the standard Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces as part of this project. Each direction (to/from) any 3<sup>rd</sup> party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3<sup>rd</sup> party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. Kronos will provide standard Import/Export files using UKG Ready Integration Hub. Customer will work with the 3<sup>rd</sup> parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Ready fields in the 3<sup>rd</sup> party format to send to the 3<sup>rd</sup> party system. The types of interfaces/integrations that can be supplied under this project include:</p> <ul style="list-style-type: none"> <li>• UKG Ready Time Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• UKG Ready Accruals Interface bundle using customer-supplied</li> </ul> </li> <li>• UKG Ready Scheduler Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• Employee Availability Import from 3<sup>rd</sup> party system</li> <li>• Schedule detail export</li> </ul> </li> <li>• UKG Ready HR Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• Benefit enrollment exports</li> <li>• Employee deduction election imports</li> <li>• Employee demographic exports</li> </ul> </li> <li>• UKG Ready Payroll Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• ACH payroll employee direct deposit file exports</li> <li>• ACH payroll payment for vendors (e.g. 401k, HSA, garnishments,</li> </ul> </li> </ul>
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	<p>etc.)</p> <ul style="list-style-type: none"> <li>• Payroll employee withholding amount exports</li> <li>• Pension enrollment export (e.g. 401k)</li> <li>• Pension census export (e.g. 401k)</li> <li>• New hire reporting export</li> <li>• Positive pay export</li> <li>• Payroll journal export to G/L, 1 acct structure</li> <li>• Tax payment &amp; filing Interface</li> </ul> <p>Kronos will use commercially reasonable effort to ensure all integrations/interfaces provide for the vendors below are designed in a manner which they can successfully pass data contained in standard Ready data fields to said 3<sup>rd</sup> party vendor and/or can accept data from said 3<sup>rd</sup> party vendor into Ready standard data fields. Below are some examples of interfaces which are typically part of the Integration Hub. Vendors and integration types may vary by customer.</p> <ul style="list-style-type: none"> <li>• John Hancock Retirement Planning Service</li> <li>• Blue Cross Blue Shield of Texas</li> <li>• HSA Bank</li> <li>• Discovery Benefits</li> <li>• Bankers Fidelity</li> <li>• The Standard</li> </ul> <p><b>Please note:</b> Non-standard, multi-directional, or API based integrations/interfaces are not included in the scope of this project. Custom Reports that cannot be delivered through the standard software functionality are also not included. If such integrations or reports are required, a separate quote will be provided after all requirements and specifications have been received.</p>
<b>UKG Ready Learning</b>	<p>UKG Ready Project Team Configuration of:</p> <ul style="list-style-type: none"> <li>• Creation of Learning Academy</li> <li>• Learning Profile assignments</li> <li>• Bulk Upload of Employee information to LMS</li> <li>• Security settings</li> </ul> <p>UKG Ready Project Team will provide training enabling client to Administrate:</p> <ul style="list-style-type: none"> <li>• Content creation</li> <li>• Addition of Courses, Exams, OJTs and Polls</li> <li>• Assignment of courses to individuals or groups of employees</li> <li>• Dashboard configuration for employees, managers, and administrators</li> <li>• Reporting functionality</li> </ul>

## Administrator and Super User Training





Included in each Customer's software subscription, Kronos will provide the following training:

Ready Core Training	Kronos Delivered Value
<b>Administrator and Super User Training</b>	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> <li>• Learning Center, Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to: <ul style="list-style-type: none"> <li>• Interactive self-paced, on-demand modules</li> <li>• "How to" videos and snippets</li> <li>• Printable job aids</li> </ul> </li> <li>• Recommended learning plan(s) aligned to each user's roles within Ready</li> <li>• Online, public instructor-led class(es)</li> <li>• "Train the Trainer" enablement and materials <ul style="list-style-type: none"> <li>• Editable templates and tools to be leveraged by the administrators to deliver manager and employee training</li> </ul> </li> <li>• Manager and employee-focused job aids for common tasks within Ready</li> </ul>
<b>Change Management and User Adoption Training</b>	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> <li>• Change management training for the project team on building a change management plan for Customer's organization</li> <li>• Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan</li> </ul>

## Assumptions & Notes

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview.
  - Please note that In the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos.
  - Such expenses shall be subject to the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request.
  - Kronos shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a Ready Order Form is executed by the Customer.
- The customer agrees to accept specific responsibilities as part of this project including:
  - Completing all required, Kronos supplied templates used to complete the Discovery process
  - Physical installation and/or mounting of all time clocks associated with this project.
    - Kronos will complete the configuration of up to 5 clocks and will provide training to the Customer's staff to replicate additional configurations
    - The Customer will configure any additional clocks unless otherwise agreed upon by both parties

- Configuring the Customer's network to allow inbound/outbound communications to and from the clocks, based on specifications provided by Kronos
- Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
- Providing all required data imports in the approved Kronos format
- Providing all required specifications for any exports from Kronos to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the Ready Professional Services Discovery process.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, database schema, or any applications and/or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.
- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to the Kronos implementation team.

## Project Delays

Should the need arise to place a project on hold due to issues not controlled by Kronos, Kronos will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, Kronos reserves the right to execute project hold/delay procedures as a result of, but not limited to (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold and/or delays, whether approved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project Kronos will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re-engagement.

## Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested

work once the Change Order has been completed and signed by the Customer.

## **Completion Criteria**

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- More than twelve (12) months has passed since the date of signature of the Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.



Attachment 1  
Covered Entities

Company Name	FEIN	Address	City	State	Zip



ORDER FORM

Order Type: Quote  
Date: 22 Jan, 2024

Quote#: Q-225381  
Expires: 21 Feb, 2024  
Sales Executive: Jason Coppi  
Effective Date: Effective as of the date of last signature of this Order

Customer Legal Name:  
CITY OF KILLEEN

Customer Legal Address:  
101 COLLEGE ST, KILLEEN, TX 76541-6105 USA

Bill To: CITY OF KILLEEN  
101 COLLEGE ST  
KILLEEN, TX 76541-6105 USA

Ship To: CITY OF KILLEEN  
101 COLLEGE ST  
KILLEEN, TX 76541-6105 USA

Bill To Contact:

Ship To Contact:

Ship to Phone:  
Ship to Mobile:  
Contact: Lorianne Luciano  
Email: lluciano@killeentexas.gov

Currency: USD  
Customer PO Number:  
Solution ID: 6138490  
Initial Term: 60 months  
Uplift Percent: 4 %

Shipping Terms: Shipping Point  
Ship Method: FedEx Ground  
Freight Term: Prepay & Add  
Renewal Term: 12 months  
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form  
Data Center Location: USA

Subscription Services  
Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG TELESTAFF CLOUD	240	USD 8.00	USD 1,920.00
UKG TELESTAFF CLOUD EXTRA DUTY EVENTS	240	USD 1.00	USD 240.00
Total Price			USD 2,160.00

**One Time Setup Fee**

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	<b>USD 25,000.00</b>

**A La Carte Services**

Billing Frequency: Billed 100% upon signature of the order form

Item	Billing Role	Quantity	Unit Price	Total Price
Other Scoped Services	Grouped	1	USD 1,320.00	USD 1,320.00
Other Scoped Services	Grouped	1	USD 2,200.00	USD 2,200.00
Other Scoped Services	Grouped	1	USD 3,190.00	USD 3,190.00
TeleStaff - Extra Duty Event Management	Grouped	1	USD 1,540.00	USD 1,540.00
<b>Total Price</b>				<b>USD 8,250.00</b>

**Quote Summary**

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 2,160.00

Item	Total Price
Total One Time Fees	USD 33,250.00

**Order Notes:**

This Order is entered into between Customer and UKG Kronos Systems LLC (formerly known as Kronos Incorporated), subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and UKG Kronos Systems LLC (as the "Contractor"), as amended ("Contract #18220"). The TeleStaff Cloud Software Application as listed on this Order as subject to the Sections A and K of Contract #18220).



IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF KILLEEN		UKG Kronos Systems LLC	
Signature:	<div></div>	Signature:	<div><div>DocuSigned by:</div><div>Scott Giangrande</div><div>69741407C20D419</div></div>
Name:	Kent Cagle	Name:	Scott Giangrande
Title:	City Manager	Title:	Lead Order Processing Analyst
Date:		Date:	1/22/2024   3:53 PM EST
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.</p>			

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>



## **UKG Statement of Work for City of Killeen**

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the Professional Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between Parties. The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work. In the event of a conflict or discrepancy between the terms in this SOW and the MSA, the MSA shall prevail.

### **UKG TeleStaff Solution**

City of Killeen and UKG are onboarding the following entitlements with:

Core Entitlement	On-boarding Type	Number of Employees
UKG TeleStaff SMB	Net New	238

### **1. Professional Services in Scope**

The Customer has engaged UKG to provide the following Professional Services:

Service	Description
<b>UKG TeleStaff</b>	<ul style="list-style-type: none"> <li>One-time data import of customer supplied person data in UKG format</li> <li>Leave Requests</li> <li>Shift Trades</li> <li>Accrual Management with a one-time data import of customer supplied accrual data in UKG format</li> <li>Event Deployment</li> <li>Signup Processes</li> <li>Overtime/Off Duty Scheduling Processes</li> <li>Minimum Staffing</li> <li>Fatigue Rules</li> <li>SMS Configuration (Text via Twilio)</li> <li>Bidding (see below)</li> <li>Standard Payroll Export</li> <li>Standard Reports</li> <li>Authentication (SSO/LDAP)</li> <li>One 8-hour remote consultant training session: Admin, Bid Admin, or Scheduler</li> <li>Standard integration with UKG timekeeping product</li> <li>One production cutover</li> </ul> <p><b>Scope assumptions:</b></p> <ul style="list-style-type: none"> <li>Includes 1 Institution <ul style="list-style-type: none"> <li>Includes 1 unique business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications)</li> <li>Includes 1 administrative schedule group with no staffing rules</li> </ul> </li> <li>Customer is responsible for data setup for: <ul style="list-style-type: none"> <li>Events</li> <li>Assignment Templates</li> </ul> </li> <li>Extra Duty Event</li> <li>Bidding: <ul style="list-style-type: none"> <li>Two type of awards (i.e. one PTO Type/Assignment) is included</li> <li>Includes one bidding group. A bidding group is defined as having a unique set of qualifying rules that determines the bid order.</li> <li>The execution of the bid includes 1 bid, 1 win, and 1 award cycle.</li> <li>Cloning of Bids is the customer's responsibility</li> </ul> </li> <li>Additional award types, bidding groups, execution steps, or cloning will require Additional Scoped Services to be define</li> </ul>

## 2. Service Parameters

The following parameters provide an additional set of considerations as it applies to the Project and Professional Services described in this document:

Item	Parameters
Project Assumptions	<ul style="list-style-type: none"> <li>The target duration for this project is 24 working weeks.</li> </ul>
Scope Changes and Pricing	<ul style="list-style-type: none"> <li>Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. Scope changes are subject to review and may impact the project duration and cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required.</li> <li>If the Customer requires services not specified in this SOW, those services will be scoped based upon complexity and billed at the then current rate.</li> <li>UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.</li> <li>UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the Subscription Service(s) beyond what is provided by the delivered Subscription Service(s). Additional fees will apply if customization is required. Annual maintenance fees apply to all customizations. These fees are 15% of the cost of the customization.</li> <li>UKG's quoted pricing does not include the Excluded Items set out in this SOW</li> </ul>
Customer Tasks and Communication	<ul style="list-style-type: none"> <li>Both UKG and the Customer's project team will complete assigned tasks by mutually agreed upon due dates as set forth in the project plan. UKG will not be responsible for delays caused by the Customer's failure to provide adequate resources for the project or complete tasks promptly.</li> <li>UKG will communicate with the Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.</li> <li>All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized service request or work order. Travel expenses are not included and will be invoiced separately as incurred.</li> </ul>

## 3. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic service request.

The following excluded items are considered out of scope and will require a service request ("Excluded Items"):

- Material changes in the defined scope or effort
- Material changes in the number or type of work items to meet the defined scope of effort
- Changes to the project remote delivery model
- Changes to the project duration

UKG will estimate the time and costs needed to implement the change and its impact on the project's delivery. UKG will perform the requested work once the service request has been completed and signed by the Customer.