



Quote#: Q-328512  
Expires: 27 Apr, 2025  
Sales Executive: Sydney Schultz  
Effective Date: Effective as of the date of last signature of this Order

## ORDER FORM

Order Type: Quote  
Date: 28 Mar, 2025

---

Customer Legal Name:  
CITY OF EVERETT

Ship To: CITY OF EVERETT  
3002 WETMORE AVE  
EVERETT, WA 98201-4018 USA

Customer Legal Address:  
3002 WETMORE AVE, EVERETT, WA 98201-4018 USA

Bill To: CITY OF EVERETT  
3002 WETMORE AVE  
EVERETT, WA 98201-4018 USA

Bill To Contact:

Ship To Contact: Matthew L Mueller

Ship to Phone: (425) 257-7955  
Ship to Mobile:  
Contact: Matthew Mueller  
Email: mmueller@everettwa.gov

---

Currency: USD  
Customer PO Number:  
Solution ID: 6105448  
Initial Term: 36 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: January 1, 2026

---

### Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG TELESTAFF CLOUD	450	USD 6.78	USD 3,051.00
<b>Total Price</b>			<b>USD 3,051.00</b>

### One Time Setup Fee

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

Item	Total Price
One Time Setup Fees	<b>USD 0.00</b>

### Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 3,051.00

Item	Total Price
Total One Time Fees	USD 0.00

### Order Notes:


By ordering TeleStaff Cloud pursuant to this Order, Customer acknowledges that UKG will transition Customer's use of the existing TeleStaff Applications in the Kronos Private Cloud (KPC) to use of the TeleStaff Cloud Applications in the Google Cloud Platform (GCP). Customer's right to use the existing TeleStaff Applications in KPC will terminate sixty (60) days after go-live of the TeleStaff Cloud Applications set forth on this Order in GCP, but in no event beyond December 31, 2025.

UKG TeleStaff Cloud Monthly Service shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit any pre-paid but unused TeleStaff Applications in the KPC and apply such credits against any amounts owed to UKG by Customer until such credit is expended. Customer shall pay for the TeleStaff Applications in the KPC fees until the TeleStaff Cloud Billing Start Date.

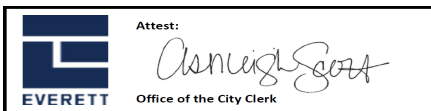
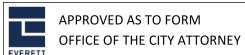
The fees for the Subscription Services are invoiced 60 days prior to the Billing Start Date.

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 EVERETT	UKG Kronos Systems LLC
Signature: 	Signature: <u>Erica Bukowski</u>
Name: <u>Cassie Franklin</u>	Name: <u>Erica Bukowski</u>
Title: <u>Mayor City of Everett</u>	Title: <u>Senior Order Processing Analyst</u>
Date: <u>05/18/2025</u>	Date: <u>05/16/2025</u>

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. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to [TaxExemption@ukg.com](mailto:TaxExemption@ukg.com) along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.



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 Everett

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 time and materials and 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.

### 1. Professional Services in Scope

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

Service	Description
Migration to Telestaff Cloud (fixed fee)	<p>UKG will:</p> <ul style="list-style-type: none"><li>• Conversion of UKG TeleStaff in the Kronos Private Cloud to UKG TeleStaff Cloud in the Google Cloud Platform.<ul style="list-style-type: none"><li>◦ Google Cloud Platform environments: (1) Production and (1) Development (Non-Production).</li></ul></li><li>• Professional Services Scope:<ul style="list-style-type: none"><li>◦ Project management sufficient to organize UKG project resources.</li><li>◦ Project Kickoff Call.</li><li>◦ System Overview Call.</li><li>◦ Testing Support.</li><li>◦ Go Live Support.</li></ul></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 8-10 working weeks.</li><li>• Solution Assumptions:<ul style="list-style-type: none"><li>◦ Conversion to UKG TeleStaff Cloud does not include customizations (outside of the scope listed above), configuration, new features, or functionality other than what is required by the new version.</li></ul></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 the Excluded Items set out in this SOW.</li></ul>

Item	Parameters
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.










# 2025 Q328512 Telestaff Migration SaaS Conversion and 2026 Maintenance Agreement\_20250427\_SD


Final Audit Report

2025-05-19

Created:	2025-05-16
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjfhUUocTtXthW3kP_fnb_WL7G_J0f7zp

## "2025 Q328512 Telestaff Migration SaaS Conversion and 2026 Maintenance Agreement\_20250427\_SD" History


-  Document created by Ashleigh Scott (AScott@everettwa.gov)  
2025-05-16 - 3:46:54 PM GMT
-  Document emailed to Lucky Blue (LBlue@everettwa.gov) for approval  
2025-05-16 - 3:48:09 PM GMT
-  Email viewed by Lucky Blue (LBlue@everettwa.gov)  
2025-05-16 - 4:30:48 PM GMT
-  Document approved by Lucky Blue (LBlue@everettwa.gov)  
Approval Date: 2025-05-16 - 4:30:56 PM GMT - Time Source: server
-  Document emailed to erica.bukowski@ukg.com for signature  
2025-05-16 - 4:30:57 PM GMT
-  Email viewed by erica.bukowski@ukg.com  
2025-05-16 - 4:31:22 PM GMT
-  Signer erica.bukowski@ukg.com entered name at signing as Erica Bukowski  
2025-05-16 - 4:32:01 PM GMT
-  Document e-signed by Erica Bukowski (erica.bukowski@ukg.com)  
Signature Date: 2025-05-16 - 4:32:03 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2025-05-16 - 4:32:05 PM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2025-05-16 - 4:34:46 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2025-05-16 - 4:43:20 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2025-05-16 - 4:43:22 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2025-05-18 - 7:39:53 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2025-05-18 - 7:40:03 PM GMT - Time Source: server

 Document emailed to Ashleigh Scott (AScott@everettwa.gov) for approval

2025-05-18 - 7:40:05 PM GMT

 Document approved by Ashleigh Scott (AScott@everettwa.gov)

Approval Date: 2025-05-19 - 7:28:39 PM GMT - Time Source: server

 Agreement completed.

2025-05-19 - 7:28:39 PM GMT