



**Statement of Work for
UKG Support Services**

March 7, 2022



Prepared By:
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This Statement of Work ("SOW") between the City of Davenport ("City") and Worldgate llc ("Worldgate") describes the work ("Services") to be undertaken by Worldgate and the associated terms and conditions associated with these Services. Described within this SOW is the project, which consists of the Deliverable Materials to be provided by Worldgate, and the Worldgate responsibilities and related City responsibilities to be provided in accordance with the terms of this SOW.

Changes to this SOW will be processed in accordance with the procedure described in Appendix A -1 Project Change Control Procedure. The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and other terms of this SOW.

To the extent there is any contradiction, inconsistency, or ambiguity between the terms of this SOW and the any other documentation concerning these services, this SOW will govern.

1.0 Project Scope

Under this SOW, working at the direction of the City of Davenport Project Manager, Worldgate will provide hourly UKG Ready Consulting services to explore the City's current UKG Ready configuration and Telestaff implementation, and, working with the appropriate City staff, scope the work needed to reconfigure the City's fifty-plus pay calculation to meet current FLSA rules and deliver a new Statement of Work to the City to perform the necessary work. Worldgate will perform the Services under this SOW remotely, on Worldgate premises, and will provide the Services during normal business hours, except national holidays.

2.0 Worldgate Responsibilities

Under this SOW, Worldgate will undertake the following activities:

2.1 Ongoing Project Management

Worldgate will provide ongoing project management for the Worldgate responsibilities in this SOW. The purpose of this activity is to provide direction and control of Worldgate project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity.

This activity is composed of the following tasks:

- a. Review the SOW and the contractual responsibilities of both parties with the City of Davenport Project Manager
- b. Maintain project communications through the City of Davenport Project Manager
- c. Review the Worldgate standard invoice format and billing procedure to be used on the project, with the City of Davenport Project Manager
- d. Administer the Project Change Control Procedure with the City of Davenport Project Manager
- e. Coordinate and manage the activities of Worldgate project personnel

Completion Criteria:

This activity will be complete when Worldgate has satisfied the completion criteria for all remaining activities in Section 2.0 Worldgate Responsibilities.

Deliverable Materials:

None

2.2 Explore and Scope the Required Changes the City's UKG Ready / Telestaff systems

The objective of this activity is to assist the City in maintaining and supporting their UKG Ready system. In particular, the City has defined the need for Worldgate to explore the City's current UKG Ready configuration and Telestaff implementation, scope the required changes to meet current FLSA rules and update the fifty-plus pay calculations and produce a Statement of Work for the necessary work that needs attention.

Working at the direction of the City of Davenport Project Manager, Worldgate will provide up to the number of hours of Services specified in Section 7.0 Charges or in any approved Project Change Request or other written change authorization, assisting the City with the following tasks:

- Exploring the City's current UKG Ready configuration
- Exploring the City's current Telestaff implementation
- Answering questions raised by the City of Davenport Project Manager about the City's UKG Ready and Telestaff configuration
- Meeting with City staff to discuss various aspects of the City's UKG Ready and Telestaff system and their shortcomings in meeting their needs
- Discussing with the City of Davenport Project Manager and City staff the details of the scope of changes needed
- Prepare a Worldgate Statement of Work to cover this scope and deliver it to the City of Davenport Project Manager

Completion Criteria:

This activity will be complete when Worldgate has provided the number of hours of Services specified in Section 7.0 Charges or in any approved Project Change Request or other written change authorization.

Deliverable Materials:

Worldgate Statement of Work

3.0 City Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of the City's assigned management and personnel. The responsibilities listed in this section are in addition to those responsibilities associated with any agreement that the City has with UKG for their UKG systems (i.e., the UKG licensing agreement, the UKG PSEO, etc.), and are to be provided at no charge to Worldgate. The City is required to perform its obligations in this SOW without exception. Worldgate's performance is predicated upon the following responsibilities being managed and fulfilled by the City. Delays in performance of these responsibilities will be handled in accordance with Appendix A - 1 Project Change Control Procedure.

3.1 City of Davenport Project Manager

The City will designate a person called the City of Davenport Project Manager who will be the focal point for Worldgate communications relative to this project and will have the authority to act on behalf of the City in all matters regarding this project. The City of Davenport Project Manager's responsibilities include the following:

- a. Provide all direction to Worldgate as to the activities for which the City desires Worldgate's assistance.
- b. Manage the City's personnel and responsibilities for this project.
- c. Serve as the interface between Worldgate and all City departments participating in the project.
- d. Administer the Project Change Control Procedure with the Worldgate Project Manager.
- e. Help resolve project issues and escalate issues within the City organization, as necessary.
- f. Review with the Worldgate Project Manager any invoice or billing requirements.

3.2 Other City Responsibilities

Other City responsibilities include the following:

- a. Ensure that City staff are available to provide assistance as Worldgate reasonably requires and that Worldgate is given reasonable access to City management, as well as any members of its staff to enable Worldgate to provide the Services. The City will ensure that its staff has the appropriate skills and experience.
- b. Provide all information and materials reasonably required to enable Worldgate to provide the Services. The City agrees that all information disclosed or to be disclosed to Worldgate is and will be true, accurate and not misleading in any material respect. Worldgate will not be liable for any loss, damage or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by the City.

3.3 Laws, Regulations and Statutes

The City is responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations and statutes that affect the City's applications or operations.

4.0 Deliverable Materials

Worldgate will deliver one copy of each of the following Deliverable Material(s).

- Worldgate Statement of Work

5.0 Completion Criteria

Worldgate will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Worldgate satisfies the Completion Criteria set forth in of each item outlined under Section 2.0 Worldgate Responsibilities and delivers the items outlined in Section 4.0 Deliverable Materials; or
- Worldgate provides the number of hours of Services specified in Section 7.0 Charges or in any approved Project Change Request or other written change authorization; or
- The City or Worldgate terminates the Services by giving the other party not less than thirty (30) days' written notice. Financial obligation will be based on the actual number of hours expended, not to exceed the total value of the Statement of Work.

6.0 Estimated Schedule

The Services in this SOW are to be performed over a period starting upon signing of this Statement of Work and ending no later than May 31, 2022.

7.0 Charges

The Services will be conducted on a time and materials basis.

Worldgate will provide up to **thirty-six (36) hours** of Services at an hourly rate of **\$200.00 per hour**. While not currently anticipated, if required, the City will be billed actual travel and living costs.

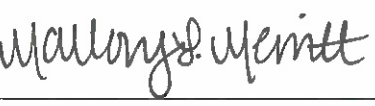
The estimated professional services charges for this SOW are **\$7,200.00** and are exclusive of any travel and living expenses, other reasonable expenses incurred in connection with the Services, and any applicable taxes. Any estimate given by Worldgate of any charge whether for planning or any other purpose is only an estimate. As these are estimated amounts, actual fees may differ.

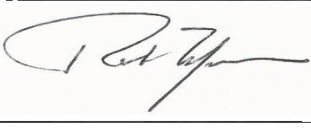
Worldgate will invoice the City monthly for actual Services hours worked (whether above or below the estimated hours), applicable taxes, travel and living expenses (if any), and other reasonable expenses incurred in connection with the Services. The payment terms are net 30 days.

8.0 Signature Acceptance

This Agreement is the complete agreement between the City and Worldgate, llc regarding Services, and replaces any prior oral or written communications between us. Accordingly, in entering into this Agreement, neither party is relying upon any representation that is not specified in this Agreement including without limitation, any representations concerning 1) estimated completion dates, hours, or charges to provide any Service; 2) the experiences of other customers; or 3) results or savings the City may achieve.

Each party accepts the terms of this Agreement by signing by hand or, where recognized by law, electronically. By such acceptance, each party agrees that no modifications have been made to this Agreement.

Agreed to:
City of Davenport 226 West 4th Street Davenport, IA 52801
By: 
<i>Authorized signature</i>
Title: Assistant City Admin./CFO
Name (type or print): Mallory L. Merritt
Date: 3/10/2022

Agreed to:
Worldgate llc 1760 Reston Parkway, Suite 312 Reston, VA 20190
By: 
<i>Authorized signature</i>
Title: Vice President
Name (type or print): Robert Moser
Date: 3/22/2022

Appendix A. Project Procedures

A -1 Project Change Control Procedure

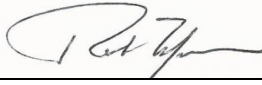
The following process will be followed if a change to this SOW is required:

- a. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- b. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party
- c. Both Project Managers will review the proposed change and agree to implement it, recommend it for further investigation, or reject it.
- d. Worldgate will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. Worldgate will invoice the City for any such charges per the terms of this SOW. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this SOW.
- e. A PCR must be signed by authorized representatives from both parties to authorize implementation of any agreed changes to the SOW. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.
- f. A PCR that has been signed by authorized representatives from both parties constitutes a change authorization for purposes of this SOW.

PROJECT CHANGE REQUEST (PCR)

PCR Number:	Date Submitted:	Submitted By:	Page
PCR #01	7/19/2022	Robert Moser	1 of <u>3</u>
Name of Customer and Project: City of Davenport, UKG Support Services (Statement of Work dated 3/7/2022)			

Investigative Information:

Is Investigation...:	Investigation Date Due:	UKG / Worldgate Approval:	Date Approved:
<u> </u> Billable <u>XX</u> Non-Billable	N/A		7/19/2022
Estimated Investigative Hours:	Actual Investigative Hours:	Affect of Change on Contract Cost:	
N/A	N/A	Increase price by \$112,000	
Estimated Investigative Costs:	Actual Investigative Costs:	Will PCR Affect Schedule (Attach Schedule Changes if Yes) <u> X </u> Yes <u> </u> No	
N/A	N/A		

Description of Proposed Change / Outcome of Investigation (use attachment if necessary):

This PCR is valid for thirty (30) calendar days unless extended in writing by Worldgate.

As a result of the work performed to explore the City's current UKG Ready configuration and Telestaff implementation ability to meet current FLSA rules, each of us agrees to modify the referenced Agreement and any applicable terms as outlined below.

The parties to the Agreement agree to the following:

- Add a new activity in section 2.0 "Worldgate Responsibilities" as follows:

2.3 Configure and Test the Necessary Configuration and Integration Modifications to the City's UKG Ready System

Worldgate and the City have discussed and agreed to the changes needed to the current UKG Ready configuration and UKG Ready integrations to meet current FLSA rules. The objective of this activity is to work closely with the City to make and test these changes, first in a test environment, and then migrate those changes into the production UKG Ready environment for deployment to City end users.

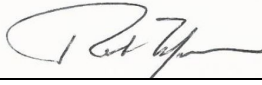
Working with the support of, and at the direction of, the City of Davenport Project Manager, Worldgate will provide up to the number of hours of Services specified in Section 7.0 Charges or in any approved Project Change Request or other written change authorization, assisting the City with the following tasks:

- Create a UKG Company Copy (Test environment) utilizing standard UKG Ready processes
- Upgrade the Test environment with the UKG Ready Pay Calc 2.0 and Accrual 2.0 Module
- Within the Test environment, make the following mutually agreed to UKG Ready configuration changes:
 - Configure weighted average overtime (WAOT)
 - Update forty-two (42) pay calculations within Pay Calc 2.0
 - Update five (5) Accrual profiles in Accruals 2.0
 - Update ten (10) Timesheet profiles
- Within the Test environment, make the following mutually agreed to UKG Ready interface changes:
 - Create / Update the TeleStaff to UKG Ready Timesheet interface for the Fire Department and Police Department
 - Create / Update the Overtime file to UKG Ready Timesheet interface for the Police Department
- Within the Test environment, implement the previously discussed UKG Ready configuration changes for the FLSA Calculations for the Fire Department
 - K-Comp
 - Kelly Leave
- Assist the City to test the updated configurations and interfaces within the Test environment
- Manually migrate the tested configurations and interfaces from the Test environment to the Production environment. This may include a period of Production system unavailability as new configurations and interfaces are migrated.

PROJECT CHANGE REQUEST (PCR)

PCR Number:	Date Submitted:	Submitted By:	Page
PCR #01	7/19/2022	Robert Moser	1 of 3
Name of Customer and Project: City of Davenport, UKG Support Services (Statement of Work dated 3/7/2022)			

Investigative Information:

Is Investigation...:	Investigation Date Due:	UKG / Worldgate Approval:	Date Approved:
___ Billable _XX_ Non-Billable	N/A		7/19/2022
Estimated Investigative Hours:	Actual Investigative Hours:	Affect of Change on Contract Cost:	
N/A	N/A	Increase price by \$112,000	
Estimated Investigative Costs:	Actual Investigative Costs:	Will PCR Affect Schedule (Attach Schedule Changes if Yes) <u>X</u> Yes ___ No	
N/A	N/A		

Description of Proposed Change / Outcome of Investigation (use attachment if necessary):

This PCR is valid for thirty (30) calendar days unless extended in writing by Worldgate.

As a result of the work performed to explore the City's current UKG Ready configuration and Telestaff implementation ability to meet current FLSA rules, each of us agrees to modify the referenced Agreement and any applicable terms as outlined below.

The parties to the Agreement agree to the following:

- Add a new activity in section 2.0 "Worldgate Responsibilities" as follows:

2.3 Configure and Test the Necessary Configuration and Integration Modifications to the City's UKG Ready System

Worldgate and the City have discussed and agreed to the changes needed to the current UKG Ready configuration and UKG Ready integrations to meet current FLSA rules. The objective of this activity is to work closely with the City to make and test these changes, first in a test environment, and then migrate those changes into the production UKG Ready environment for deployment to City end users.

Working with the support of, and at the direction of, the City of Davenport Project Manager, Worldgate will provide up to the number of hours of Services specified in Section 7.0 Charges or in any approved Project Change Request or other written change authorization, assisting the City with the following tasks:

- Create a UKG Company Copy (Test environment) utilizing standard UKG Ready processes
- Upgrade the Test environment with the UKG Ready Pay Calc 2.0 and Accrual 2.0 Module
- Within the Test environment, make the following mutually agreed to UKG Ready configuration changes:
 - Configure weighted average overtime (WAOT)
 - Update forty-two (42) pay calculations within Pay Calc 2.0
 - Update five (5) Accrual profiles in Accruals 2.0
 - Update ten (10) Timesheet profiles
- Within the Test environment, make the following mutually agreed to UKG Ready interface changes:
 - Create / Update the TeleStaff to UKG Ready Timesheet interface for the Fire Department and Police Department
 - Create / Update the Overtime file to UKG Ready Timesheet interface for the Police Department
- Within the Test environment, implement the previously discussed UKG Ready configuration changes for the FLSA Calculations for the Fire Department
 - K-Comp
 - Kelly Leave
- Assist the City to test the updated configurations and interfaces within the Test environment
- Manually migrate the tested configurations and interfaces from the Test environment to the Production environment. This may include a period of Production system unavailability as new configurations and interfaces are migrated.

PROJECT CHANGE REQUEST (PCR)

Completion Criteria:

This activity will be complete when Worldgate has provided the number of hours of Services specified in Section 7.0 Charges or in any approved Project Change Request or other written change authorization.

Deliverable Materials:

Updated UKG Ready configurations and interfaces

- Replace Section 4.0 “Deliverable Materials” with the following:

4.0 Deliverable Materials

Worldgate will deliver one copy of each of the following Deliverable Material(s).

- Worldgate Statement of Work (of Project Change Request)
- UKG Ready configurations and interfaces

- Replace Section 6.0 “Estimated Schedule” with the following:

6.0 Estimated Schedule

The Services in this SOW are to be performed over a period starting upon signing of this Statement of Work and ending no later than December 31, 2022.

- Add an additional five hundred sixty (560) hours of services, making the new total five hundred ninety-six (596) hours, by replacing Section 7.0 “Charges” with the following:

7.0 Charges

The Services will be conducted on a time and materials basis.

Worldgate will provide up to **five hundred ninety-six (596) hours** of Services at an hourly rate of **\$200.00 per hour**. While not currently anticipated, if required, the City will be billed actual travel and living costs.

The estimated professional services charges for this SOW are **\$119,200.00** and are exclusive of any travel and living expenses, other reasonable expenses incurred in connection with the Services, and any applicable taxes. Any estimate given by Worldgate of any charge whether for planning or any other purpose is only an estimate. As these are estimated amounts, actual fees may differ.

Worldgate will invoice the City monthly for actual Services hours worked (whether above or below the estimated hours), applicable taxes, travel and living expenses (if any), and other reasonable expenses incurred in connection with the Services. The payment terms are net 30 days.



PROJECT CHANGE REQUEST (PCR)

Implementation Decision & Signatures:

If accepted, each of us agrees that the complete agreement between us about these Services consists of 1) this Change Authorization, 2) prior Change Authorizations which have not been replaced by this one, and 3) the referenced Agreement.

Agreed to:

City of Davenport

226 West 4th Street
Davenport, IA 52801

By:

Authorized signature

Title:

Name (type or print):

Date:

Agreed to:

Worldgate llc

1760 Reston Parkway, Suite 312
Reston, VA 20190

By:

Authorized signature

Title:

Name (type or print):

Date: