

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH ADP, LLC.  
(TIME ENTRY, PAYROLL PROCESSING, AND HUMAN RESOURCE  
MANAGEMENT SYSTEM – RFP 18-030CG)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this **5<sup>th</sup> day of September, 2018** (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and ADP, LLC, a Limited Liability Company, with its principal place of business at One ADP Blvd. Roseland, NJ 07068 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Time Entry, Payroll Processing, and Human Resource Management System services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the Time Entry, Payroll Processing, and Human Resource Management System project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Time Entry, Payroll Processing, and Human Resource Management System consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **September 1, 2018 to June 30, 2021** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules

and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”).

### **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Senior Director of Implementation, VP of Service, DVP/General Manager – West Region.

3.2.5 City’s Representative. The City hereby designates Chris McMasters, or his designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all

purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Senior Director of Implementation, VP of Service, DVP/General Manager – West Region, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff

or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and*

*Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 minimum per claim or occurrence or \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.10.13 Self-Insurance. Consultant (but not its subconsultants) may self-insure for all insurance requirements provided in this Section 3.2.10, provided that Consultant promptly provides reasonable information to the City which demonstrates to City's reasonable satisfaction that Consultant has sufficient capability to pay losses and related investigation, claims administration and defense expenses up to the limits required by this Section 3.2.10. At a minimum, the City shall have the absolute right to require reasonable information, including a truthful written certification under penalty of perjury, that Consultant has a net worth of at least Fifteen Million Dollars (\$15,000,000). Any proprietary or confidential financial information provided pursuant to this section shall remain confidential and shall not be divulged by the City, except to the extent required by applicable law or court order. The City shall have the right to request and review the information required by this section on an annual basis during the Term of this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Accounting Records. 3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement, pursuant to the following: (i) upon City's request, Consultant will provide City with a copy of ADP's Service Organization Control 1 audit reports ("SOC 1 Report") for the proposed services performed by ADP's third party auditor, as such audits are made generally available to ADP's clients on an annual basis; (ii) with respect to any audit or inspection request, City must advise Consultant in writing at least sixty (60) days in advance of the proposed date of such audit, and the place, time, type, duration, and frequency of all audits must be reasonable and in no case may any audit exceed seven (7) business days; and (iii) such written notice of City's intent to audit shall specify in reasonable detail the nature and proposed scope of such audit, and such scope must be reasonable and suitable for the intended purpose of such audit, and the proposed scope of such audit may not include examination

of any ADP internal controls that are the subject of a SOC 1 Report resulting from audits conducted by ADP. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. All information obtained in connection with any such audit, and all reports issued in connection with such audit shall be deemed to be ADP's confidential information and shall not be divulged by the City, except to the extent required by applicable law or court order.

### **3.3 Fees and Payments.**

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, for each year of the Term, shall not exceed the following ("Total Compensation"): (A) for year 1 (fiscal year ending June 30, 2019) **Two Hundred Fifty-eight Thousand Five Hundred and Five Dollars (\$258,505.00)**; (B) for year 2 (fiscal year ending June 30, 2020) **Three Hundred Twenty-four Thousand Five Hundred Ten Dollars (\$324,510.00)**; (C) for year 3 (fiscal year ending June 30, 2021) **Three Hundred Twenty Four Thousand Five Hundred Ten Dollars (\$324,510.00)**. Fixed fees for the Services set forth herein shall not change during the Term of this Agreement without written agreement by both Parties. Total Compensation for any given year during the Term may deviate from the total set forth in this Section 3.3.1 only if the population of City employees included in the Services for any month during such given year increases to more than 800. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City, invoices for the "Per Payroll Processing" Services, the "Monthly Processing" Services, and the "One-time Implementation Fees" in accordance with the schedules provided for in Exhibit "C" (Compensation) attached hereto. Employee counts or other information as required for each invoice shall be provided. The statements shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statements, review the statements and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"),

which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 Ownership of Materials and Confidentiality.**

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications,

studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents. For the avoidance of doubt, Documents & Data as defined herein does not include any pre-existing software, source code, or interfaces developed and owned by Consultant and used for provision of services under this Agreement. Further, the services provided by Consultant hereunder are internet-hosted software-as-a-service cloud solutions and do not require the licensing or installation of any software to City.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

### **3.6 General Provisions.**

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Consultant:**

ADP, LLC.  
5800 Windward Parkway  
Alpharetta, GA 30005  
Attn: Legal Department

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Chris McMasters, Chief Information Officer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, and subject to the Limit on Liability set forth in Section 3.6.18 below, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all third-party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons,

including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or grossly negligent acts, material errors, or material omissions, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

Consultant's obligations provided for in this Section 3.6.2 are conditioned on the following: (i) City shall promptly notify Consultant of any matters in respect of which it seeks to be indemnified, and both Parties shall cooperate in good faith with each other with respect to response thereto and the defense and settlement thereof; and (ii) City's failure to promptly give notice to Consultant shall affect Consultant's obligations provided for in this Section 3.6.2 only to the extent Consultant's rights are materially prejudiced by such failure.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.6.18 Limit on Liability.

a. Ordinary Cap. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this section, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal to 24 times the average ongoing monthly services fees paid or payable to Consultant by City during such calendar year for all Services (the "Ordinary Cap").

b. Extraordinary Cap. As an exception to the Ordinary Cap, if damages arise from a breach of Section 3.5.5, Confidentiality, the limit on liability will be increased by an additional 36 times the average ongoing monthly services fees paid or payable to Consultant by City during such calendar year for all services (the "Extraordinary Cap"). For the avoidance of doubt, in no case shall either party's aggregate limit on monetary damages in any calendar year under this Agreement exceed an amount equal to 36 times the average monthly ongoing services fees paid or payable to Consultant by City during such calendar year for all services.

c. Matters not Subject to the Cap. The foregoing limits on liability shall not apply to the following: i. Either party's gross negligence, or willful, criminal or fraudulent misconduct; ii. The infringement indemnity set forth in Section 3.5.4; iii. City's obligations to pay the fees for Services; iv. City's funding obligations in connection with the Payment Services; v. Loss or misdirection of City funds in possession or control of Consultant due to Consultant's error or omission; and vi. In connection with employment tax services, (i) interest charges imposed by an applicable tax authority on City for the failure by Consultant to pay funds to the extent and for the period that such funds were held by Consultant and (ii) all tax penalties resulting from Consultant's error or omission in the performance of such service. The provisions of this subsection shall only apply if (x) City permits Consultant to act on City's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) City assists Consultant as reasonably required by Consultant.

d. Mitigation of Damages. Consultant and City will each use reasonable efforts to mitigate any potential damages or other "adverse consequences arising from or related to the Services.

e. No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF CONSULTANT, CITY, OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER

SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from Consultant's or City's (i) willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 3.5.5 under this Agreement; provided however, that any consequential damages recovered by City or Consultant in a calendar year for claims pursuant to this subsection (e) will be subject to the Extraordinary Cap set forth in subsection (b) above."

For the avoidance of doubt, fines and penalties incurred by Client as a direct result of an ADP error or omission in performing the Services (but not related to Tax Filing Services), shall be deemed direct damages under this Agreement and recovery of such damages shall be limited by the Extraordinary Cap.

**[SIGNATURES ON NEXT 2 PAGES]**

**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH ADP, LLC.**  
**(TIME ENTRY, PAYROLL PROCESSING, AND HUMAN RESOURCE**  
**MANAGEMENT SYSTEM – RFP 18-030CG)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Darrell Talbert  
City Manager

Reviewed By: \_\_\_\_\_  
Kerry D. Eden  
Assistant City Manager  
Admin. Services Director

Reviewed By: \_\_\_\_\_  
Cita Longworth  
Purchasing Manager

Reviewed By: \_\_\_\_\_  
Chris McMasters  
Chief Information Officer

*Approved as to form:* \_\_\_\_\_  
Dean Derleth  
City Attorney

Reviewed By: \_\_\_\_\_  
Edelia Eveland  
Human Resources Manager

Attest: \_\_\_\_\_  
Sylvia Edwards  
City Clerk

Reviewed By: \_\_\_\_\_  
Kyle Edgeworth  
Deputy CIO

**CONSULTANT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH ADP, LLC.**  
**(TIME ENTRY, PAYROLL PROCESSING, AND HUMAN RESOURCE**  
**MANAGEMENT SYSTEM – RFP 18-030CG)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**ADP, LLC.**

a Limited Liability Company

By:

  
Signature

MICHAEL A. BONARTI

Name (Print)

PRESIDENT AND SECRETARY

Title



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

## HCM System Functionality

HCM System	
Modules	Price
<b>Essential Plus Payroll</b> <ul style="list-style-type: none"> <li>• Tax Filing Service</li> <li>• Payment Services</li> <li>• Reports Library and Custom Report Writer</li> <li>• Wage Garnishment Processing</li> <li>• Group Term Life Auto Calculation</li> <li>• Employee and Manager Self Service</li> <li>• Access to Mobile Apps</li> <li>• Employee Discount Program</li> <li>• New Hire Reporting</li> <li>• General Ledger Solution</li> <li>• Online Reports and Pay Statements</li> <li>• Delivery</li> </ul>	See Detailed Sales Order
<b>Employment Verification</b> <ul style="list-style-type: none"> <li>• Commercial Employment and Income Verifications</li> <li>• Social Services Verifications</li> <li>• Workers Compensation Verifications</li> <li>• Client Access to Electronic Reports and Tools</li> <li>• Immigration Verifications</li> </ul>	See Detailed Sales Order
<b>Enhanced HR</b> <ul style="list-style-type: none"> <li>• ADP Portal with Customized Content</li> <li>• Paid Time Off (PTO) Accruals Engine</li> <li>• Multiple Language and Currencies</li> <li>• Country Specific Workflows and Processes</li> <li>• Country Specific Custom Fields and Formatting</li> <li>• Employee and Manager Self Service</li> <li>• Employee Development Tracking</li> <li>• Onboarding</li> <li>• Compliance Reporting (EEO, OSHA, ADA, VETS-4212, FMLA, i-9, ACA)</li> </ul>	See Detailed Sales Order

HCM System	
Modules	Price
<b>Enhanced HR (Continued)</b>	
<ul style="list-style-type: none"> <li>• Organization Charting</li> <li>• Policy Acknowledgment</li> </ul>	
<b>Benefits Administration</b>	
<ul style="list-style-type: none"> <li>• Multiple Benefit Plan Types</li> <li>• Flexible Rate Structures (Age Banded and Salary Tiers)</li> <li>• Notifications and Approvals</li> <li>• Invoice Auditing</li> <li>• Annual 1095-C Forms</li> <li>• Dependent and Beneficiary Tracking</li> <li>• Employee Open Enrollment</li> <li>• ACA Measurement Dashboard</li> <li>• Evidence of Benefit Offering Screens</li> <li>• Annual 1094-C Filing</li> </ul>	See Detailed Sales Order
<b>Document Cloud</b>	
<ul style="list-style-type: none"> <li>• Secure Cloud Based Document Storage</li> <li>• Search and Auditing Functionality</li> <li>• Digital Employee Record</li> <li>• Roles Based Security</li> </ul>	See Detailed Sales Order
<b>Hackett Best Practice Program</b>	
<ul style="list-style-type: none"> <li>• Semi-Annual Meeting with Hackett Advisor</li> <li>• Semi-Annual Benchmarking</li> <li>• Access to WFN Hackett Portal – Best practices, key metrics and play books</li> <li>• Hackett white papers, webinars and research</li> </ul>	See Detailed Sales Order
<b>Analytics</b>	
<ul style="list-style-type: none"> <li>• Pre-Configured Key Performance</li> <li>• Executive Dashboard</li> <li>• Ability to Customize Additional KPIs</li> </ul>	See Detailed Sales Order
<b>Enhanced Insights</b>	
<ul style="list-style-type: none"> <li>• Visual comparisons between your data and market averages</li> <li>• Annual compensation explorer for deep compensation insight</li> <li>• Filters to obtain granular benchmarks</li> <li>• Pay Equity Explorer</li> </ul>	See Detailed Sales Order
<b>Enhanced Time Keeping</b>	
<ul style="list-style-type: none"> <li>• Multiple Time Collection Methods</li> <li>• PTO Management and Reporting</li> <li>• Request and Approval Workflows</li> </ul>	See Detailed Sales Order

HCM System	
Modules	Price
<b>Enhanced Time Keeping (Continued)</b>	
<ul style="list-style-type: none"> <li>• Scheduling</li> <li>• Rule Based Calculations</li> <li>• Enhanced Accruals Engine</li> <li>• Time off Request Template</li> <li>• Access to Mobile Apps</li> <li>• Hosting Services</li> <li>• Enhanced Scheduler</li> <li>• Enhanced Attendance Tracking</li> <li>• Leave Management</li> </ul>	
<b>Performance and Goal Management</b>	
<ul style="list-style-type: none"> <li>• Custom Performance Review Templates</li> <li>• 360 Degree Peer Review</li> <li>• Employee Goal Management</li> <li>• Manager Dashboard</li> </ul>	See Detailed Sales Order
<b>Compensation Management</b>	
<ul style="list-style-type: none"> <li>• Performance and Award Alignment</li> <li>• Configurable Merit Matrix</li> <li>• Budget and Award Guidelines</li> <li>• Configurable Workflow</li> </ul>	See Detailed Sales Order
<b>Recruiting Management Services</b>	
<ul style="list-style-type: none"> <li>• Recruiting Management</li> <li>• Mobile Text Service</li> </ul>	See Financial Summary
<b>Talent Management Solutions</b>	
<ul style="list-style-type: none"> <li>• Learning Management System</li> <li>• Content Management and Tracking</li> </ul>	See Financial Summary
<b>Mobile Solutions</b>	
<ul style="list-style-type: none"> <li>• Access pay statements and W2's</li> <li>• Clock in and out with geo-fencing (optional)</li> <li>• View/request/approve time off requests</li> <li>• View/submit/approve time cards</li> <li>• View/edit schedules</li> <li>• Stay connected to colleagues via the company directory</li> <li>• Review benefits and elections</li> </ul>	See Detailed Sales Order

Interfaces	
Interfaces	See Pricing Proposal for More Detail
<b>Application Program Interface</b>	
• Representational State Transfer (REST)	See Detailed
• Java Script Object Notation (JSON)	Sales Order
• OAUTH2 with mutual SSL	
• Make data in ADP available in City Enterprise Resource Planning (ERP)	
• Integrate other City solutions with ADP system	
<b>Custom Link of Kronos Telestaff Software</b>	
• Link Databases for both Fire and PD	See Detailed
• See Technical Product Description	Sales Order
<b>FLSA Overtime Calculation</b>	
• Custom extension through IDI Partner	See Detailed
• See Technical Product Description	Sales Order
<b>Professional Services</b>	
• Check History Conversion	See Detailed
• Up to 7 Years included from a single vendor	Sales Order

## Implementation Services

ADP will implement all modules to the City's specifications and requirements including the implementation of Telestaff databases for Fire and PD.

<b>It is recommended that you designate the following project roles to your implementation team:</b>	
<b>Executive Sponsor</b>	Responsible for identifying project priorities, allocating resources, and serving as a project advocate to employees within your organization. Assists in removing obstacles, helping to gain consensus on key decisions, and providing executive oversight and key organizational communications.
<b>Project Leader</b>	Responsible for project leadership and decision-making. Oversees and coordinates implementation activities, and disseminates information to your project team and stakeholders. The Project Leader and System Administrator are often the same resource.
<b>System Administrator</b>	Responsible for identifying permissions for all users who are authorized to access the database and other information. The purpose is to ensure that data and system access remains secure during implementation, and is appropriately maintained after implementation.
<b>Depending on the modules purchased, subject matter expertise is recommended to complement the implementation team in the following areas:</b>	
<b>Human Capital Management</b>	<p>Responsible for providing the organizational and employee information for the Human Capital Management (HCM) modules and validating and testing the integrity and workflows for HR information. Knowledge of your human resource procedures and policies is important. Responsibilities include:</p> <ul style="list-style-type: none"> <li>▪ Employee hiring and onboarding practices</li> <li>▪ Performance management information: validating and testing, and knowledge of performance management policies</li> <li>▪ Recruitment information, such as job requisition, job postings, and knowledge of recruitment policies</li> <li>▪ Talent Management framework and information</li> </ul>
<b>Payroll</b>	Responsible for ensuring the accuracy of payroll information. This individual should possess a thorough understanding of the existing payroll system and work closely with human resource professionals to integrate overall workflows.
<b>Benefits</b>	Responsible for providing benefit information, such as: plans, rates, dependents, eligibility, and account structures. Supports employees who use benefit enrollments, and validates information provided to carriers.
<b>Time &amp; Attendance</b>	Responsible for providing information to configure the Time & Attendance module; knowledge of your schedules, time-off policies, time punch preferences, approval workflows, and validation and testing the integrity of the data.
<b>General Ledger Interface</b>	Responsible for providing General Ledger chart of account information as it relates to payroll and understands how payroll transactions are posted to your General Ledger application.

## Resource Commitment

Roles / Modules	Introduction & Analysis	Configuration & Data Conversion	Validation & Learning	Production
Executive Sponsor	Low	Low	Low	Low
Project Leader	Low	Med	High	High
System Administrator	Low	Low	Med	Med
Human Capital Management	High	Med	High	High
Payroll	High	Med	High	High
Time & Attendance	High	Med	High	High
Benefits	High	Med	High	High
Performance	Low	Low	Med	Med
Recruitment	Low	Low	Med	Med
General Ledger Interface	Med	Low	Low	Med
Compensation	Low	Low	Med	Med

Level	Weekly Hours	Description
Low	0 - 2 hours	Specific start time frames will be determined with your implementation team and documented in a project plan. Time commitment can vary based on the number of data input sources, company size, number of employee benefits, and use of custom site content and self-service functionality.
Med	2 - 5 hours	
High*	5 - 8 hours	

\* High-level commitment may include client's time to gather information, verify output reports and system setup, test payroll and time punches, validate benefit setup, train employees on self-service and employee registration, train supervisors, and answer employee inquiries about the new system.

## Preparing for the Analysis Meeting and Implementation

The purpose of the following sections of this document is to provide a high-level overview of the type of information you will need to gather to prepare for your Implementation Analysis Meeting.

HR Information	
Please have the following items available to help with your HR setup:	
<ul style="list-style-type: none"> <li>Organizational charts</li> <li>HRIS organizational reports</li> <li>EEO reports</li> <li>Job descriptions</li> </ul>	
Affordable Care Act	Provide information related to your company's provisions for the Affordable Care Act (ACA). For more information on ACA, go to: <a href="http://www.adp.com/health-care-reform">www.adp.com/health-care-reform</a> .
Job Classes	Categorize the type of work your employees perform into classes such as Clerical or Management.
NAICS Workers' Comp	Identify your company's North American Industry Classification System (NAICS) workers' compensation codes.
Jobs	Identify the position an employee holds in your company. The codes you assign to jobs can be used for tracking, reporting FLSA, and hours and earnings allocations.
Business Units	Organizational entities that represent the highest level in your organizational structure. Business units drive benefits eligibility, leave eligibility, security access, and reporting, and are required for each employee. Business units can be imported. Examples include department, division, company, or group of employees such as a work group or project team.
Departments for Non-Paid Positions	Specify departments for positions that are not paid through ADP.
Locations	Represent a physical location, site, area, or region where you conduct business. Locations drive benefits and time-off policies, security access, and reporting, and are required for each employee.
Unions	Identify the unions to which the employees in your company may belong.
Reason Types	Identify reason for changes, including: Status Change Reason, Compensation Change Reason, Job Change Reason, and Corporate Group Change Reasons.
Worker Categories	A class or group of employees defined by a common characteristic or attribute. Employee types can be imported. Examples include executive, operational, full-time and part-time employees.

Additional record-keeping options are available with ADP Workforce Now HR:

Pay Grades	Use pay grades to group jobs together that have approximately the same relative internal worth, and are paid at the same rate or range. The process of assigning a job to an appropriate pay grade involves job information, job evaluation, and market considerations.
Salary Structures	The range of standard earnings that your company typically pays your employees. Salary structures provide a basis for comparing an individual employee's earnings with a standard earnings range.

## Payroll Information

Please have the following items available to help with your Payroll setup:

- Payroll Register, Payroll Summary, or other payroll reports
- Payroll processing schedule and holiday closures
- Federal ID numbers, which may be found on recently filed Forms 941
- State Income Tax numbers, State Unemployment numbers, current unemployment rate, and tax deposit frequencies
- Local Tax ID numbers, including city, country, school district, and other local jurisdictions

Addresses	Legal, billing, and payroll delivery addresses.
Schedules	Information to determine how often you pay your employees. For example, whether they will be paid on a weekly or biweekly basis, or how to pay your employees when a pay date falls on a weekend or recurring holiday. Selections determine how adjustments are made to your regular payroll schedule.
Labor Tracking / Cost Numbers or Home Departments / Department Numbers	Track labor costs with a number that is six to 50 digits in length. Cost numbers and descriptions can be manually entered or imported from a file using the template provided by ADP. Examples include project tracking or general ledger cost allocations.
Pay Elements	Define home departments with a three or six digit number and description. A department is an organizational entity or entities representing a level below a business unit.
Tax Information	Items that make up your employees' gross pay, and allow you to select the hours and earnings that should be tracked for these employees. Specify the hours and earnings to track for benefit accruals as well the Affordable Care Act.
Deductions / Pre-Tax Benefits	Information that ADP uses to report your State Unemployment Insurance (SUI), State Disability Insurance (SDI), and state and local tax information. In addition to SUI taxes, some states require employer or employee contributions to an SDI fund.
Deductions / Commuter Benefits	Flexible benefit programs authorized by Internal Revenue Code 125 in which eligible employees can select from a predetermined list of benefits options. Examples include medical and dental plans, health savings accounts, flexible spending accounts, and adoption assistance.
Deductions / Wage Garnishments & Court Ordered Payments	Commuter benefit plans provide tax-exempt funds to be used for eligible transit and parking services. Examples include parking, mass transit, and bicycle.
Deductions / Deposits & Bank Deductions	Wage garnishment is the process by which you withhold a portion of an employee's pay in accordance with wage garnishments and court ordered payment deductions. ADP uses this information to generate wage garnishment and court ordered payment deduction codes.
Deductions / Group Term Life (GTL)	Deduction types and all of the information related to your employees' banking information for direct deposit. ADP uses this information to generate direct deposit and bank deduction codes.
Deductions / Voluntary Post-Tax Deductions	Employer-provided life insurance coverage. If the premium for coverage exceeds \$50,000, it is taxable and must be reported as additional income on an employee's Form W-2.
Deferred Compensation	Deductions that employees elect to be taken from their pay after taxes. Voluntary deductions can be paid with pre-tax dollars or after-tax dollars, depending on the type of benefit.
Memos	Information relating to compensation plans, including deduction information, company matching, and any provisions.
Payroll Reports / Earnings Statement Heading	Memo codes are used for tracking non-pay items and can be manually entered or imported from a file using the template provided by ADP. Examples include employer costs related to workers' compensation, 401(k) match, or health care; mileage; piecework produced; days worked; or data needed in a general ledger file.
	The company name and address that will appear on earnings statements attached to employee paychecks and pay vouchers.

## Benefits Information

Please have the following items available to help with your Benefits setup:

- Benefit Enrollment forms and Benefit Summary Plan documents
- Benefit invoices and Employee Benefit handouts
- Benefit rate calculator
- Benefit brokers
- Current benefit reports

<b>Benefit Plans</b>	All benefit criteria and information including provider, rate, billing eligibility, and effective dates for your Medical, Dental, LTD, AD&D, Flex, Life, Retirement, STD, and other benefit plans.
<b>Open Enrollment</b>	Open enrollment information to determine your timeline and benefit needs.
<b>Dependents</b>	Your dependent indicative information.
<b>Employee Enrollments</b>	Your employee benefit enrollment information and coverage levels.
<b>Carrier Connections</b>	A connection is an electronic file that sends enrollment, eligibility, and demographic information to an insurance provider (carrier) or third-party vendor.

## Time Information

Please have the following items available to help with your Time & Attendance setup:

- Time-entry methods
- Employee schedules and company holidays
- Employee handbook
- Lunch and break policies

<b>Data Collection Information</b>	Indicate the address where Time & Attendance hardware will be shipped, including number of devices and shipping contact.
<b>Schedule Information</b>	Schedules help you identify timecard exceptions such as late punches, missed punches, and non-worked time. Include planned shift times for an employee, with the days on which the employee is expected to work and the shift start and end times. You can assign scheduled shifts to a department or other labor charge fields.
<b>Pay Code Master List</b>	Hours/earnings that employees accumulate, both worked and non-worked, are grouped into hours/earnings codes. Examples of hours/earnings codes: Regular, Overtime, Sick, and Vacation.
<b>Supplemental Pay Codes</b>	Include earnings related to your employees' total compensation that cannot be entered on a time sheet, such as mileage, bonuses, uniform allowances, and tips. Supplemental earnings provide a way for your employees to enter pay not included in their gross payroll totals.
<b>Labor Charge Fields</b>	All hours that accumulate into earnings codes in the Time & Attendance module are charged to a defined cost center called a labor charge field. The labor charge structure represents your labor hierarchy and is used to track your employees' hours.
<b>Pay Class Home</b>	An employee's pay class assignment determines the employee's pay cycle, time-entry type, time calculation program, holiday program, attendance program, and wage rate program used by Time & Attendance when calculating the employee's time. Examples include Full Time, Part Time, Salary, and Non-Exempt.

## Talent Information

Please have the following items available to help with your Talent setup:

- Hiring sources
- Job competencies
- Employee development
- Employee skills, training and education reports

Recruitment	Indicate who will be responsible for maintaining recruitment; if managers will be able to create job postings; and which role will initiate hiring a candidate.
Hire Sources	Enter the hiring source for your employee.
Performance	Indicate the types of performance reviews and if you will use a rating scale.
Job Competencies	ADP will provide default job competencies such as computer skills or communication. Please update the list with any additional job competencies.
Talent Profile	Indicate the employee development areas that you will be using. Areas include: Awards, Education, Language, Licenses/Certifications, Membership, Previous Employer, Skills, and Training.

## Training Your Team

Knowledge transfer from ADP to your team is an essential component for a successful implementation and overall partnership beyond implementation. Education will enhance your ability to use the system in a manner that aligns with your unique needs and objectives. Your ADP team will work with you to provide training during the initial stages of your implementation. This approach will ensure that you complete your training at the appropriate time.

## What Is Your Expected Number of Training Hours?

Module / Feature	Required Hours	Description
Payroll	3.5 hours	These core training hours are required to provide you with the foundation needed to begin using your system. Additional training courses are offered to address your specific solution needs and objectives.  Continuous learning opportunities, throughout the life cycle of your solution, give you what you need, exactly when you need it, to maximize performance and ensure your success.
Reporting	1.0 hours	
Human Capital Management	2.0 hours	
Performance	3.0 hours	
Recruitment	2.5 hours	
Compensation	4.5 hours	
Benefits Administration	3.0 hours	
Time & Attendance	2.5 hours	
Time Off	2.5 hours	
System Administration	1.0 hours	

## Data Validation

The ADP team will convert and jointly assist the City in converting core data from your current system. Although the ADP conversion programs include checks and balances, data validation

will represent an important time commitment. Carefully managing this aspect of the project will play a large role in the ability to meet project timelines.

## Training

### City of Corona – Sample Core Training Plan

#### Training Notes:

- 1) Non-HR Practitioners complete Maintaining Employee Information (MEI) Learning Bytes.
- 2) Obtain schedule and registration instructions from your ADP representative for the Getting Started with Enterprise eTime for Managers virtual class.

Course Name	Delivery Type	Duration
<a href="#">Maintaining Employee Information for ADP Workforce Now (instructor-led virtual training)</a>	VLT	02:00 Hours
<a href="#">Maintaining Employee Information for ADP Workforce Now Fun Practice</a>	WBT	00:15 Hours
<a href="#">Using the Payroll Dashboard in ADP Workforce Now (instructor-led virtual training)</a>	VLT	01:00 Hours
<a href="#">Entering Paydata in ADP Workforce Now (instructor-led virtual training)</a>	VLT	01:30 Hours
<a href="#">Calculating Preview Payroll and Previewing Payroll Results in ADP Workforce Now</a>	WBT	00:15 Hours
<a href="#">Practicing Payroll Tasks in ADP Workforce Now</a>	WBT	00:30 Hours
<a href="#">Verifying Payroll Input in ADP Workforce Now</a>	WBT	00:3 Hours
<a href="#">Creating Manual Checks in ADP Workforce Now (instructor-led virtual training)</a>	VLT	01:30 Hours
<a href="#">Security Overview for ADP Workforce Now</a>	WBT	00:45 Hours
<a href="#">Creating Simple Reports in ADP Workforce Now</a>	WBT	01:00 Hours
<a href="#">Enhanced Time and Attendance V8.0 (3 sessions) (instructor-led virtual training)</a>	VLT	06:30 Hours
<a href="#">Benefits Overview for ADP Workforce Now</a>	WBT	00:45 Hours
<a href="#">Getting Started with Benefit Plan Setup for ADP Workforce Now</a>	WBT	00:30 Hours
<a href="#">Setting Up Health and Welfare Plans in ADP Workforce Now (instructor-led virtual training)</a>	VLT	02:00 Hours
<a href="#">Setting Up Non-Health and Welfare Benefit Plans in ADP Workforce Now</a>	WBT	00:30 Hours
<a href="#">Maintaining Benefits Plans in ADP Workforce Now</a>	WBT	00:30 Hours

*[The remainder of this page has been left intentionally blank]*

# City of Corona – Sample Feature Specific Training Plan

## Training Notes:

- 1) Non-HR Practitioners complete Maintaining Employee Information (MEI) Learning Bytes.
- 2) Obtain schedule and registration instructions from your ADP representative for the Getting Started with Enterprise eTime for Managers virtual class.

Course Name	Delivery Type	Duration
<a href="#">Approval Process Basics for ADP Workforce Now (instructor-led virtual training)</a>	VLT	01:00 Hours
<a href="#">Setting Up Approval Process Email Notifications for ADP Workforce Now</a>	WBT	00:15 Hours
<a href="#">Setting Up Approval Process Escalations for ADP Workforce Now</a>	WBT	00:10 Hours
<a href="#">Setting Up Approval Process Exceptions for ADP Workforce Now</a>	WBT	00:10 Hours
<a href="#">Importing Data in ADP Workforce Now (instructor-led virtual training)</a>	VLT	02:00 Hours
<a href="#">Managing Your Basic General Ledger Interface Tasks (instructor-led virtual training)</a>	VLT	01:30 Hours
<a href="#">Managing Your Basic General Ledger Interface Tasks (Prerecorded Webcast)</a>	WBT	01:00 Hours
<a href="#">Getting Started with ADP Workforce Now</a>	WBT	00:15 Hours
<a href="#">Using Effective Dating in ADP Workforce Now</a>	WBT	00:25 Hours
<a href="#">Customizing Your Portal in ADP Workforce Now</a>	WBT	01:00 Hours
<a href="#">Managing Company Policies for ADP Workforce Now</a>	WBT	00:50 Hours
<a href="#">Labor Distribution for ADP Workforce Now</a>	WBT	00:45 Hours
<a href="#">Wage Garnishment Processing Service for ADP Workforce Now</a>	WBT	01:00 Hours
<a href="#">ADP Document Cloud for ADP Workforce Now</a>	WBT	01:00 Hours
<a href="#">Using Analytics, powered by the ADP DataCloud</a>	WBT	01:00 Hours
<a href="#">ACA Payroll Administration for ADP Workforce Now</a>	WBT	00:20 Hours
<a href="#">Using Employee Activities in ADP Workforce Now</a>	WBT	00:30 Hours
<a href="#">ADP Basic Payroll Concepts</a>	WBT	00:45 Hours
<a href="#">Using Payroll-Related Reports in ADP Workforce Now (instructor-led virtual training)</a>	VLT	01:00 Hours
<a href="#">Introduction to Advanced Reporting for ADP Workforce Now</a>	VLT	02:00 Hours
<a href="#">Creating Advanced Reporting Filters in ADP Workforce Now</a>	VLT	01:30 Hours
<a href="#">Customizing New Hire Templates in ADP Workforce Now</a>	WBT	00:50 Hours
<a href="#">Quarter Processing: Using Payroll Reports to Prepare for Quarter End (instructor-led virtual training)</a>	VLT	02:15 Hours
<a href="#">Quarter Processing: Using Tax Reports to Prepare for Quarter End (instructor-led virtual training)</a>	VLT	01:30 Hours
<a href="#">Quarter Processing: How Special Compensation Impacts Quarter End (instructor-led virtual training)</a>	VLT	01:30 Hours
<a href="#">Quarter Processing: Closing the Quarter (instructor-led virtual training)</a>	VLT	01:00 Hours
<a href="#">Using the Pay Statements Feature in ADP Workforce Now</a>	WBT	00:15 Hours
<a href="#">The Payroll and Quarterly Tax Reports Feature in ADP Workforce Now</a>	WBT	00:20 Hours
<a href="#">ACA Benefits Administration for ADP Workforce Now</a>	WBT	05:15 Hours
<a href="#">Maintaining Annual Reporting Information for ADP Workforce Now Essential ACA Current Version</a>	VLT	02:00 Hours
<a href="#">Maintaining Annual Reporting Information for ADP Workforce Now Essential ACA Current Version - Practice</a>	WBT	00:30 Hours

## EXHIBIT “B” SCHEDULE OF SERVICES

Consultant shall strive to reasonably achieve the target dates in this schedule. The City understands that the schedule of services is estimated and will make reasonable accommodations for adjustments, however, changes to this schedule are subject to the approval by the City.

### Payroll, HR, Benefits, Talent, Enhanced TLM

Phase	Module	Tasks
<b>Week 1</b>		
StartUp	All Modules	Executive Introduction Call
StartUp	All Modules	Client Practitioner Setup
StartUp	All Modules	Security Master Set Up Call
Analysis	Enhanced Time-Core	Prepare sites for data collection hardware installation (run cable, establish IP addresses, etc.)
Startup	General Ledger	Provide Chart of Accounts and GL mapping
<b>Week 2</b>		
Analysis	All Modules	Client Training Enrollment Meeting
StartUp	All Modules	Project Kickoff Meeting
Startup	Benefit Accruals	Send Benefit Accrual Policy/Analysis to ADP
Startup	Enhanced Time-Startup	Conduct Enhanced Time Technical Review Call
Startup	Enhanced Time-Startup	Enhanced Time Welcome Call
<b>Week 3</b>		
Startup	All Modules	Human Capital Management Initial Call
Analysis	Payroll and/or HR	Complete Payroll and/or HR Client Interview
Analysis	Talent	Complete Talent Client Interview
Analysis	Benefit Accruals	Benefit Accruals Welcome Call
Analysis	Enhanced Time-Startup	Review, Complete and Return Client Analysis and Forward Accrual, Leave and Attendance policies
Analysis	General Ledger	GI Welcome Call
Startup	Payroll and/or HR	Tax & Banking Welcome Call
Analysis	Payroll and/or HR	Payroll and/or HR Interview Review Call
Analysis	Payroll and/or HR	Tax & Banking Analysis Call
Production	Payroll and/or HR	Client Payroll and/or HR Training Complete
Analysis	Talent	Talent Interview Review Call
<b>Week 4</b>		
Analysis	Benefit Accruals	Benefit Accrual Analysis Meeting
Conversion/Configuration	Enhanced Time-Core	Install data collection hardware
Analysis	Enhanced Time-Core	Enhanced Time Core Analysis and Configuration
Conversion/Configuration	Enhanced Time-Core	Time Hardware Configuration & Software Installation
Analysis	General Ledger	Conduct GL Feature Analysis Call
Analysis	Payroll and/or HR	Payroll and/or HR Design Confirmation Meeting
Analysis	Enhanced Time	Time Design Confirmation Meeting
<b>Week 5</b>		

Conversion/Configuration	Content Management	Gather material to post to Portal site
Analysis	Enhanced Time-Core	Enhanced Time Accrual Analysis and Configuration Meeting
<b>Week 6</b>		
Analysis	Benefit Accruals	Review / Approve Benefit Accrual Analysis Recap Document
Analysis	Content Management	Content Management Configuration Call

**Payroll, HR, Benefits, Talent, Enhanced TLM**

Phase	Module	Tasks
<b>Week 7</b>		
Conversion/Configuration	Content Management	Content Management Analysis Introduction Call
<b>Week 8</b>		
Production	Content Management	Finalize Content Management
Conversion/Configuration	Enhanced Time-Core	Enhanced Time Review & Complete IDI Paperwork
Conversion/Configuration	Payroll and/or HR	Payroll and/or HR Analysis and Configuration Meeting
Conversion/Configuration	Self Service	Self Service Analysis
<b>Week 9</b>		
Conversion/Configuration	Benefit Accruals	Employee Level Coding for Benefit Accruals
Conversion/Configuration	Payroll and/or HR	Data Extraction Call (Masterfile)
Conversion/Configuration	Payroll and/or HR	Payroll and/or HR Data Conversion Workflow Begins
<b>Week 10</b>		
Startup	Cobra	Cobra Welcome Call
Conversion/Configuration	Enhanced Time-Core	Update Masterfile with Enhanced Time Employee Fields
Conversion/Configuration	Payroll and/or HR	Payroll and/or HR Security Validation Meeting
Production	Self Service	Self Service Rollout
<b>Week 11</b>		
Analysis	Cobra	Complete COBRA Requirements Document
Conversion/Configuration	Payroll and/or HR	Payroll and/or HR Delivery Meeting Date
Validation	Payroll and/or HR	Submit Employee Changes and New Hires
Conversion/Configuration	Time	Time Delivery Meeting
<b>Week 12</b>		
Production	Benefit Accruals	Review and Approve Benefit Accruals
<b>Week 13</b>		
Conversion/Configuration	Enhanced Time-Core	Finalize employee load into Enhanced Time
<b>Week 14</b>		
Conversion/Configuration	Talent	Setup Employee Development
Conversion/Configuration	Talent	Setup Performance
Conversion/Configuration	Talent	Setup Recruitment
<b>Week 15</b>		

**Payroll, HR, Benefits, Talent, Enhanced TLM**

Phase	Module	Tasks
Conversion/Configuration	Enhanced Time-Core	Enhanced Time Core Solution Delivery
<b>Weekn 16</b>		
Validation	Enhanced Time-Core	Enter sample timecards into Enterprise to test programming
Production	Enhanced Time-Core	Manager and Employee Training
Validation	Enhanced Time-Core	Review results from User Acceptance Testing and Complete Final Software Configuration
Production	Enhanced Time-Core	Start the parallel test of Enhanced Time software
<b>Week 17</b>		
Production	Enhanced Time-Core	Follow up Call during Parallel test
<b>Week 18</b>		
Conversion/Configuration	Benefits	Benefits Analysis and Configuration Meeting
Conversion/Configuration	Benefits	Update Employee Records with Benefit Fields
Conversion/Configuration	Cobra	Complete COBRA BeneDirect Web Training
Production	Enhanced Time-Core	Employees begin using Enhanced Time live and exclusively
Production	Enhanced Time-Core	Submit test payroll with Enhanced Time/Prep to go Live
Production	Enhanced Time-Core	Follow-up call to check on live payroll progress
Conversion/Configuration	Payroll and/or HR	Payroll Testing
Validation	Payroll and/or HR	First Payroll Preparation Meeting
<b>Week 19</b>		
Conversion/Configuration	Benefits	Benefits Delivery Meeting
Conversion/Configuration	Cobra	Obtain Client Sign-Off on Employer Summary Report
Production	Enhanced Time-Core	Process, preview and submit first live payroll using Enterprise eTIME data
<b>Week 20</b>		
Production	Benefits	Benefits Post Processing Review and Setup
Production	General Ledger	Client first login, Conduct Application Walk Thru, Instruct client and review Job Aid
Production	Payroll and/or HR	Payroll and/or HR First Processing
Production	Payroll and/or HR	First Payroll Output Meeting
Production	Time	Time First Processing Meeting
Production	Time	Time First Paydate Meeting
<b>Week 21</b>		
Production	Content Management	Confirm client approval of portal customization and transition to service
Production	Enhanced Time-Core	Enhanced Time Introduction to Service
Production	Enhanced Time-Core	Prep for Turnover

**Payroll, HR, Benefits, Talent, Enhanced TLM**

Phase	Module	Tasks
Production	General Ledger	GL Feature Introduction to Service
Production	Payroll and/or HR	Payroll and/or HR Introduction to Service
Production	Talent	Talent Introduction to Service
Production	Time	Time Introduction to Service
<b>Week 22</b>		
Production	General Ledger	Verify GL Feature Client Satisfaction

## **EXHIBIT “C” COMPENSATION**

### **Total Compensation**

As provided for in Section 3.3.1 of the Agreement and based upon the estimates and assumptions included in the Pricing Schedule below, Total Compensation each year of the Term (July 1<sup>st</sup> through June 30<sup>th</sup>) shall not exceed the following:

<b>YEAR 1</b>	<b>\$258,505</b> Reoccurring Fees (01-01-19 Estimated Start) = \$162,255 One Time Implementation Fees = \$96,250
<b>YEAR 2</b>	<b>\$324,510</b> Reoccurring Fees Only
<b>YEAR 3</b>	<b>\$324,510</b> Reoccurring Fees Only

### **Pricing Schedule – Billing Period Charges**

The Pricing Schedule below is estimated based on 800 employees. Actual charges each billing period shall use any applicable “Base” charge included in the Pricing Schedule plus the listed “Rate” multiplied by the actual number of employees processed that billing period.

### **Billing Periods – Reoccurring Fees**

The “Per Payroll Processing” Services included in the Pricing Schedule below shall be billed following each processed payroll. The employee count used for billing purposes shall be based on the number of pays submitted during each payroll processing period.

The “Monthly Processing” Services included in the Pricing Schedule below shall be billed following each month. The employee count used for billing purposes shall be based on the number of pays submitted during that month for each Service provided.

### **Billing Periods – One Time Implementation Fees**

The “One Time Implementation Fees” included in the Pricing Schedule below shall not be billed and shall not be due and payable by City for each “Service Type” until the go-live date has occurred and until the City’s requirements are fully satisfied and the City has accepted in writing the Services. However, if this Agreement or any Service Type is terminated after the Services for such Service Type have started but before the go-live date, the greater of the following amounts shall be immediately due and payable by City: (i) the pro rata portion of the implementation fees applicable to the terminated Services performed up to the date of termination; or (ii) 30% of the total implementation fees noted in the Pricing Schedule for the terminated Services.

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## Pricing Schedule

### REOCCURRING FEES

Per Payroll Processing		Estimated EE Count	Min	Base	Rate	Bi-Weekly	Estimated Annual
Workforce Now Payroll Solutions Essential Plus Payroll Employment and Income Verification Employment Verification		800	-	\$85.00	\$1.30	\$1,125.00	\$29,250.00
Monthly Processing		Estimated EE Count	Min	Base	Rate	Monthly	Estimated Annual
Workforce Now HCM Solutions Enhanced HR Benefits Administration Document Cloud Hackett Best Practice Program		800	-	-	\$5.60	\$4,480.00	\$53,760.00
ADP DataCloud Analytics Enhanced Insights		800	-	-	\$1.40	\$1,120.00	\$13,440.00
Application Program Interface (API)		2	-	\$40.00	-	\$40.00	\$480.00

Workforce Now Time and Attendance Enhanced Time Hosting Services Enhanced Scheduler Enhanced Attendance Enhanced Leave	800	\$2,850.00	-	\$8.65	\$6,920.00	\$83,040.00
Integration between 3rd Party and ADP Systems	800	-	-	\$0.50	\$400.00	\$4,800.00
Custom client Integration between ADP Modules	800	-	-	\$0.40	\$320.00	\$3,840.00
InTouch Bar-Code Time Clock Subscription	30	-	-	\$100.00	\$3,000.00	\$36,000.00
InTouch BioMetric Finger Scan Subscription	30	-	-	\$10.83	\$325.00	\$3,900.00
Talent Management and Activation Performance and Goal Management Recruitment and Talent Acquisition Compensation Management	800	-	-	\$3.00	\$2,400.00	\$28,800.00
Additional Jurisdiction (if applicable)	-	-	-	-	\$8.65	-
International Employees Rate (if applicable)	-	-	-	-	\$3.00	-
ADP Recruiting Management Services	1000	-	-	\$3.50	\$3,150.00	\$37,800.00
ADP Recruiting Management Mobile Text Service	5000	-	-	\$0.00	\$0.00	\$0.00
ADP Learning Management	1000	-	-	-	\$2.10	\$25,200.00
Annual Processing	Estimated EE Count	Min	Base	Rate	Estimated Annual	
Year End Forms, W2s or 1099s	800	-	-	\$5.25	\$4,200.00	
Total Reoccurring Fees					Estimated Annual	
Per Processing + Monthly + Annual					\$324,510.00	

ONE TIME IMPLEMENTATION FEES	
Service Type	Total
Application Program Interface	\$2,450.00
Workforce Now Payroll Solutions	\$2,000.00
Workforce Now HCM Solutions	\$3,000.00
Workforce Now Time and Attendance	\$32,500.00
Integration Between 3rd Party and ADP Systems	\$5,000.00
Custom Client Integration Between ADP Modules	\$7,000.00
WFN Extension to Calculate FLSA Overtime Rates	\$5,000.00
Performance and Goal Management	\$1,000.00
Recruitment and Talent Acquisition	\$2,000.00
Compensation Management	\$2,000.00
Pay Check History Conversion: (up to 7 years/1 vendor)	\$4,800.00
ADP Recruiting Management Services	\$12,000.00
ADP Recruiting Management Mobile Text Service	\$0.00
ADP Learning Management	\$17,500.00
Total One Time Implementation Fees	Total
All Service Types	\$96,250.00