

**COOPERATIVE PURCHASING AGREEMENT FOR WORKFORCE MANAGEMENT SYSTEMS
AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS**

THIS COOPERATIVE PURCHASING AGREEMENT FOR WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **UKG KRONOS SYSTEMS, LLC**, a foreign for-profit corporation duly organized in the state of Massachusetts and authorized to do business in the state of Florida (EIN: 04-2640942) ("Contractor").

WHEREAS, after a competitive procurement process (Solicitation No. 18-6390), the Cobb County Board of Commissioners ("Cobb County") on behalf of the U.S. Communities Government Purchasing Alliance, now known as OMNIA Partners, entered into a contract with Kronos Incorporated, now known as UKG Kronos Systems, LLC, for the provision of workforce management systems and related products, services and solutions, OMNIA Partners Contract No. 18220 (the "OMNIA Agreement"); and

WHEREAS, on July 22, 2020, Cobb County and Contractor entered into Amendment No. 1 to Contract No. 18220, to modify the services available under the OMNIA Agreement; and

WHEREAS, on August 26, 2021, Cobb County and Contractor entered into Amendment No. 2 to Contract No. 18220, modifying the terms and conditions and pricing for certain subscription-based services; and

WHEREAS, on December 15, 2021, Cobb County and Contractor entered into Amendment No. 3 to Contract No. 18220, exercising the first of three (3) available one-year renewal terms, thereby extending the term of the OMNIA Agreement to March 17, 2023; and

WHEREAS, Cobb County and Contractor entered into Amendment No. 4 to Contract No. 18220, exercising the second of three (3) available one-year renewal terms, thereby extending the term of the OMNIA Agreement to March 17, 2024; and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to procure workforce management systems and related products, services, and solutions from Contractor utilizing existing contract prices provided to Cobb County under the OMNIA Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the OMNIA Agreement to the City of Ocala as a Participating Entity, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Workforce Management Systems and Related Products, Services and Solutions as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **OMNIA Agreement:** shall mean the Agreement for Workforce Management Systems and Related Products, Services and Solutions between Cobb County, Georgia, on behalf of OMNIA Partners, OMNIA Partners Contract No. 18220, and its exhibits, as amended and incorporated herein by reference.
3. **INCORPORATION OF OMNIA AGREEMENT.** The OMNIA Agreement is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the OMNIA Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement, the terms and conditions set forth in OMNIA Partners Contract No. 18220, Contractor's response to Cobb County Solicitation No. 18-6390, and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

 - A. **Exhibit A:** UKG Order Form No. Q-216447 (A-1 through A-3)
 - B. **Exhibit B:** UKG Order Form No. Q-212431 (B-1 through B-9)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the St. Johns County Agreement are modified and replaced, in their entirety, as follows:
 - A. The terms "Cobb County," or "Customer" shall be replaced and/or intended to refer to the "City of Ocala."
6. **COMPENSATION.** City shall pay Contractor in accordance with the pricing schedules detailed in the Order Forms attached hereto as Exhibit A and Exhibit B.
 - A. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at Attn: **Kelly Vann**, Address: **City of Ocala, 110 SE Watula Avenue, Ocala, Florida 34471** E-Mail: kvann@ocalafl.org; Office: **352-629-8538**.
 - B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

- C. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
- 7. **CONTRACT TERM.** This Agreement shall terminate on **MARCH 17, 2024** unless OMNIA Agreement No. 18220 is renewed or otherwise extended by the Cobb County Board of Commissioners. If OMNIA Agreement No. 18220 is renewed or otherwise extended, this Agreement shall automatically renew or extend for the same term.
- 8. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 9. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office

- of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
10. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
 11. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
 12. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
 13. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
 14. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
 15. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

16. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

17. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: UKG Kronos Systems, LLC
900 Chelmsford Street
Lowell, Massachusetts 01851

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

18. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

19. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT,

STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

20. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
21. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
22. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
23. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
24. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
25. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
26. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
27. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

28. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
29. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
30. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:**CITY OF OCALA**

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:**UKG KRONOS SYSTEMS, LLC**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)



Quote#: Q-216447
Expires: 10 Feb, 2024
Sales Executive: Nikki Kirkpatrick

ORDER FORM

Order Type: Quote
Date: 26 Feb, 2024

Bill To Contact:

Bill To: CITY OF OCALA
110 SE WATULA AVE
OCALA, FL 34471 USA

Solution ID: 6085405

Ship To Contact: Kelly Vann

Ship To: CITY OF OCALA
110 SE WATULA AVE
OCALA, FL 34471 USA

Ship to Phone: 352-629-8538
Ship to Mobile:
Contact: Kelly Vann
Email: kvann@ocalafl.org

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add

Order Notes:

This order entered into between the Customer and UKG Kronos Systems LLC (formerly known as Kronos Incorporated) is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18220").

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

Software

Item	License/Quantity	Total Price
ON PREMISE HISTORICAL REPORTING - MANAGERS FOR WORKFORCE CENTRAL - PER MANAGER	5	USD 3,050.00
Total Price		USD 3,050.00

Quote Summary

Description	Total Price
Grand Total	USD 3,050.00

CITY OF OCALA**UKG Kronos Systems LLC**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Total Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



ORDER FORM

Order Type: Quote
Date: 26 Feb, 2024

Quote#: Q-212431
Expires: 17 Jan, 2024
Sales Executive: Nikki Kirkpatrick
Effective Date: Effective as of the date of last signature of this Order

Customer Legal Name:
CITY OF OCALA

Customer Legal Address:
110 SE WATULA AVE, OCALA, FL 34471 USA

Bill To: CITY OF OCALA
110 SE WATULA AVE
OCALA, FL 34471 USA

Ship To: CITY OF OCALA
110 SE WATULA AVE
OCALA, FL 34471 USA

Bill To Contact:

Ship To Contact: Kelly Vann

Ship to Phone: 352-629-8538
Ship to Mobile:
Contact: Kelly Vann
Email: kvann@ocalafl.org

Currency: USD
Customer PO Number:
Solution ID: 6085405
Initial Term: 36 months
Uplift Percent: 8 %

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

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

Subscription Services
Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO TIMEKEEPING HOURLY	1,200	USD 6.00	USD 7,200.00
UKG PRO ABSENCE	1,200	USD 1.50	USD 1,800.00
Total Price			USD 9,000.00



Professional Services - Fixed Fee

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

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION ASSESSMENT	User Adoption Consultant	1	USD 2,650.00	USD 2,650.00
UKG PRO WORKFORCE MANAGEMENT TRAIN THE TRAINER PACKAGE	User Adoption Consultant	1	USD 2,650.00	USD 2,650.00
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Grouped	1	USD 50,000.00	USD 50,000.00
Total Price				USD 55,300.00

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 9,000.00

Item	Total Price
Total Fixed Fees	USD 55,300.00

Order Notes:

Before including any health related questions in UKG Pro Timekeeping please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

The parties agree that Customer is migrating from their existing Workforce Central Software as a Service applications (the “Existing Applications”) to the UKG Pro Workforce Management Software as a Service offering (“Pro WFM”). Customer’s Software as a Service Agreement governing the Existing Applications will continue for up to two payroll cycles within 60 days after migration to Pro WFM, but in no event beyond December 31, 2025. After such period, Customer’s rights to use the Existing Applications will be terminated, unless otherwise noted herein.

Pro WFM Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused Monthly Service Fees for Existing Applications being migrated. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Existing Applications until the Pro WFM Billing Start Date.

This order entered into between the Customer and UKG Kronos Systems LLC (formerly known as Kronos Incorporated) is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the “US Communities Agreement #18220”).

Despite any Statement of Work linked above, Migration Statement of Work for City of Ocala shall be provided as set

forth in the attached SOW.

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

CITY OF OCALA		UKG Kronos Systems LLC	
Signature:	<div></div>	Signature:	<div></div>
Name:	<div></div>	Name:	<div></div>
Title:	<div></div>	Title:	<div></div>
Date:	<div></div>	Date:	<div></div>
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.</p>			

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

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

EXHIBIT B

UKG Migration Launch Statement of Work for CITY OF OCALA

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

1. Introduction to Launch

UKG's launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition the Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting, and Subscription Service(s) access.
Requirements	This phase involves a review of the Customer's current system setup to validate configuration that can be moved "as-is" from the legacy system to the new UKG Subscription Service(s).
Build	This phase is designed to configure Customer's Subscription Service(s), build interfaces, and, if applicable, migrate employee data from the legacy system. This phase also includes unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes the Customer's integration and functional user acceptance testing (UAT) for the applicable Application(s).
Go Live	This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Subscription Service(s) and transition to support.

2. Subscription Service(s) in Scope

The following Subscription Services are in scope and will be configured in accordance with the launch methodology and assumptions described in this document.

Subscription Service	Project Type
UKG Dimensions Timekeeping	Migration
UKG Dimensions Accruals	Migration
UKG Dimensions Attendance	Migration
UKG Dimensions Leave	Migration

3. Launch Parameters

The following parameters support UKG's launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Guidelines
Project Launch and Go Live Phases	<ul style="list-style-type: none"> A migration launch assumes all existing configuration will be moved "as-is" from the legacy system where possible and does not include additional services to introduce or retool workflows or policies during the migration. The launch of all net new or previously unconfigured Subscription Services, if purchased, takes place in Phase 2 following the migration launch. The target duration for the migration launch is expected to be sixteen (16) to twenty-four (24) working weeks and assumes a single Go Live event for the Phase 1 Subscription Service(s) and integrations. All launch services end when the agreed upon scope of services is completed or expire nine (9) months after the project kick-off date, whichever comes first. Additional services, if necessary to complete the launch will require a separate Service Request.
Timeline and Pricing	<ul style="list-style-type: none"> Project timeline and pricing assumes the Customer will have established standardized HR, pay, and time policies/practices for employees included within this Order. It is also assumed the services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly.

EXHIBIT B

Launch Item	Guidelines
	<ul style="list-style-type: none"> Depending upon the preparation and engagement by the Customer, there may be opportunities to complete the project in a compressed duration. If, however, Customer's project resources are unprepared or unavailable, the project's duration may need to be extended, increasing the budget required to complete this SOW. Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required. UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the functionality beyond what is provided by the delivered Subscription Service(s). UKG's quoted pricing does not include the Excluded Items set out in this SOW
Interfaces and Custom Reports	<ul style="list-style-type: none"> In the event Customer requires additional UKG interfaces not specified in this SOW, such files will be scoped based upon complexity, delivered after Phase 1 Go Live, and billed at the then current rate. In the event Customer requires custom reports not specified in this SOW, such reports will be created upon Customer request, delivered after Phase 1 Go Live, and billed at the then current rate. In the event Customer is live and requires additional consulting services, data conversions, or configuration, those services will be scoped based upon complexity and billed at the then current rate. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.
Customer Tasks and Communication	<ul style="list-style-type: none"> Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. UKG will communicate with Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
Travel	<ul style="list-style-type: none"> All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized service request or work order. Travel expenses are not included and will be invoiced separately as incurred. The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome			
	<ul style="list-style-type: none"> Review Statement of Work (SOW), contract documents and resource assignments with Customer Facilitate and participate in the kick-off meeting Assist in defining Customer resources and training plan as part of the project plan Provide Customer access to the Subscription Service(s) as contracted in the Order 	<ul style="list-style-type: none"> Validate Statement of Work (SOW), contract documents and resource assignments Share project goals/success criteria with UKG project team Participate in the kick-off meeting Ensure key project resources attend recommended training course(s) throughout implementation 	<ul style="list-style-type: none"> Statement of Work (SOW) and contract documents reviewed and align with those received with the Order Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements			

EXHIBIT B

Launch Phase	UKG	Customer	Deliverables
	<ul style="list-style-type: none"> Review legacy system setup and identify if configuration changes are needed in new system due to differences in functionality. Review any necessary configuration changes with the Customer and determine how to best configure the new system to meet their needs. 	<ul style="list-style-type: none"> Review legacy system setup to identify outdated or unused items that should not be brought over to the new system. Partner with UKG to review any configuration changes needed due to differences in functionality between the legacy system and the new system. 	<ul style="list-style-type: none"> Updated project plan delivered detailing activities and primary milestones Legacy system setup reviewed to determine how it will transfer to the new system.
Build			
	<ul style="list-style-type: none"> Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration Share data mapping process and field specifications with Customer Configure interfaces as defined in this document Supply technical support for UKG network infrastructure 	<ul style="list-style-type: none"> Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration Provide data translations and field mapping defaults for all required fields Supply technical support for system integration/data conversion, system networking and any Customer hardware Review configuration and agree to proceed to Test phase 	<ul style="list-style-type: none"> Unit testing completed and configuration validated for Subscription Service(s) Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields Interfaces are configured and align with those defined in the SOW
Test			
	<ul style="list-style-type: none"> Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Resolve Customer-reported defects 	<ul style="list-style-type: none"> Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Report and retest identified defects 	<ul style="list-style-type: none"> User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live			
	<ul style="list-style-type: none"> Provide production support and post-live support for transition to UKG's Support Services team 	<ul style="list-style-type: none"> Execute manager and end-user training Validate Subscription Service(s) and mutually agree to proceed with Go Live 	<ul style="list-style-type: none"> First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the launch associated with the Subscription Service(s) purchased. UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	<ul style="list-style-type: none"> Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	<ul style="list-style-type: none"> Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks Develop and manage project schedule. Communicate overall project status and provide project reporting. Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.
Integration Consultant	<ul style="list-style-type: none"> Create and deliver all in-scope integrations Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	<ul style="list-style-type: none"> Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management

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UKG Resource	Key Responsibilities
Subscription Service Consultant(s)	<ul style="list-style-type: none"> Act as advisor and primary point of contact for Subscription Service(s) purchased under this agreement and associated service requests Complete the configuration life cycle per the launch methodology for Subscription Service(s) in scope

The Customer will provide resources and subject matter experts (SMEs) as described below or as otherwise mutually agreed to in the project plan based upon the Subscription Service(s) purchased.

Customer Resource	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> Act as Customer project sponsor responsible to gain commitment for all project resources Provide executive-level support to the project team Ensure the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	<ul style="list-style-type: none"> Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks Communicate overall project status and provide project reporting to Customer steering committee if applicable Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	<ul style="list-style-type: none"> Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	<ul style="list-style-type: none"> Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	<ul style="list-style-type: none"> Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
Subject Matter Experts (SMEs)	<ul style="list-style-type: none"> Provide subject matter expertise pertaining to the Customer's current business processes and policies for functional areas associated with in scope Subscription Service(s) Act as a primary resource and decision maker regarding Subscription Service(s) configuration Support Customer's User Acceptance Testing (UAT) effort during the Testing phase per the launch methodology and supplemental testing services, if purchased

6. Professional Services and Subscription Service Assumptions

The following Subscription Service and Professional Service assumptions were used to formulate the Order and this SOW. Apart from Training and User Acceptance Testing (UAT) Support which will be provided throughout the project, services described below will be delivered during Phase 2 only unless specifically identified as Phase 1. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Professional Training and User Adoption Services	Assumptions
Training	<p>UKG will:</p> <ul style="list-style-type: none"> Provide a product learning plan to prepare your project team during the launch via the UKG Community. Specific courses are required during each phase of the launch to minimize the amount of time between training delivery date and real-life system usage. Provide access to learning resources like job aids and videos for end users, superusers and administrators. Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
User Adoption Assessment Workshop	<p>UKG will:</p> <ul style="list-style-type: none"> Conduct one (1) workshop(s) Deliver workshop for up to fifteen (15) participants each to evaluate and assess Customer's user adoption needs Provide access to user adoption action plan, adaptable change management and user training templates

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Professional Training and User Adoption Services	Assumptions
Train the Trainer Consulting Workshop	<p>UKG will:</p> <ul style="list-style-type: none"> • Conduct one (1) workshop(s) • Deliver workshop for up to fifteen (15) participants each focused on user training delivery for manager and employee roles • Provide standard hands-on exercises with the most common tasks for managers • Provide access to editable PowerPoint and participant guide from the Manager Tasks and Outcomes course
Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	<p>UKG will:</p> <ul style="list-style-type: none"> • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid the Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from the Customer to validate system readiness prior to Go Live
Professional Integration Services	Assumptions
Phase 1 Flat-File Integration Templates	<p>UKG will deliver the following standard integration templates as part of the Phase 1 migration launch (flat-file integration templates are delivered via encrypted flat-file through a secure FTP site and processed as a scheduled event):</p> <ul style="list-style-type: none"> • Accrual Reset Import • Punch Data Import • Payroll Export • Person Export • Schedule Import • Schedule Export • Shift Diff Guarantee
Professional Ancillary Services	Assumptions
Technical Services	<p>UKG will provide the following as part of the Phase 1 migration launch:</p> <ul style="list-style-type: none"> • Strategic Technical Advisor to guide Customer in SSO and clock migration • ATK Custom Workflow Review (if applicable) • Existing Custom Report Assessment (if applicable) • Workforce Central Customer Historical Access including: <ul style="list-style-type: none"> ○ Historical access setup services with upgrade for read-only reporting to Customer's existing instance of Workforce Central ○ Hardware recommendations and assistance with restoring the UKG database on-premise ○ Installation/upgrade of base Workforce Central applications (if applicable) ○ Moving reports (including custom if applicable) to the historical environment ○ Excluded from scope: Modules such as Workforce Device Manager, Workforce Integration Manager, custom features, and Single Sign On

7. Service Requests

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

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

- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to the launch duration

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