

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 3/18/2020

MEETING DATE: 4/7/2020

TO: Jeff Cole, County Manager

ITEM TYPE: Consent Item

THRU:

ITEM ID: 11025

BY: Sandra Rogers, Senior Contracting Officer

SUBJECT: Upgrade of Kronos Telestaff Software

RECOMMENDATION/REQUIRED ACTION:

Request approval to utilize Contract 18220 with Omnia Partners - Public Sector (formerly known as U.S. Communities) to upgrade Kronos Telestaff time scheduling software, as technical support for the current version will no longer be available after September 30, 2020. The estimated fiscal impact is \$36,300.00 (expenditure) for the first year and \$24,960.00 (expenditure) annually for subsequent years.

BACKGROUND SUMMARY: The Office of Fire Rescue utilizes Telestaff software for time scheduling of all employees. Kronos has notified the Office of Fire Rescue that it will no longer provide technical support for Version 2 after September 30, 2020, and will not renew annual maintenance contracts after that date. A Kronos Telestaff software upgrade utilizing Omnia Partners - Public Sector (formerly known as U.S. Communities) will replace the end-of-life Version 2 that is currently in use.

Fiscal Impact: Estimated at \$36,300.00 (expenditure) for the first year and \$24,960.00 (expenditure) annually for the subsequent years.

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CTY FIRE	1680	2136300	830511		\$8,820.00
CTY FIRE	1680	2136300	830465		\$24,960.00
CTY FIRE	1680	2136300	830310		\$2,520.00

Advertised Date:

Paper:

Attachments:

1.	Kronos Amendment and Adoption
2.	Kronos Telestaff Version 2 End-of-Life Letter

STAFF APPROVALS AND DATES:

Sandra Rogers	Created/Initiated - 3/18/2020
Ron Falanga	Approved - 3/18/2020
Tina Chavez	Approved - 3/18/2020
Elizabeth Gouveia Miner	Approved - 3/18/2020
John Molenda	Approved - 3/18/2020
Brian Jaruszewski	Approved - 3/19/2020
Todd Thornton	Approved - 3/19/2020
Jennifer Barker	Approved - 3/20/2020
Melanie Marsh	Approved - 3/24/2020
Angela Harrold	Final Approval - 3/24/2020

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

**AMENDMENT OF
OMNIA PARTNERS CONTRACT – KRONOS WORKFORCE CENTRAL
SOFTWARE AS A SERVICE**

This is the Amendment of the contract between Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, and UKG Kronos Systems, LLC, a foreign limited liability company authorized to do business in the state of Florida, formerly known as Kronos Incorporated, (UKG or CONTRACTOR) for Kronos Software as a Service pursuant to the terms and conditions of the Omnia Partners – Public Sector, formerly known as U.S. Communities, Contract No. 18220 dated March 18th, 2019, as amended (the "Omnia Partners Contract").

WITNESSETH:

WHEREAS, effective on or about March 18, 2019, after complying with a competitive procurement process, Cobb County, Georgia entered into the Omnia Partners Contract, incorporated herein as referenced, which was been amended and renewed multiple times and is currently in effect between Omnia Partners and UKG until March 17, 2025, with an extension currently being processed to extend the contract until September 17, 2025; and

WHEREAS, on April 7, 2020, COUNTY and UKG entered into a Contract adopting and amending the Omnia Partners Contract to provide Kronos Workforce Central Software to COUNTY (the "County Contract"); and

WHEREAS, UKG has informed COUNTY of the transition in services from the previous private hosting cloud to Google Cloud, and both CONTRACTOR and COUNTY wish for the services to be transferred to Google Cloud, and amended and renewed for an additional three-year term, provided the underlying contract continues in effect, as specifically set forth in the Renewal Quotation attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, executing this Amendment is in the best interests of the COUNTY and the residents of Lake County.

NOW THEREFORE, the parties agree as follows:

1. **Recitals.** The above recitals are ratified and confirmed as being true and correct and are hereby made a specific part of this Amendment upon execution hereof.
2. **Term.** This Amendment shall be effective as of the date the last party hereto executes the same. Service start dates shall be as detailed in the Renewal Quotation attached as **Exhibit A**. Upon the effective date of this Amendment, all references in the Agreement to KRONOS will be construed as referring to UKG. KRONOS will have no further obligations or rights under the Agreement upon execution of this Amendment.
3. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4. **Florida Convicted/Suspended Vendor Lists.** By executing this Agreement CONTRACTOR affirms to the best of its knowledge and belief at the time the Agreement is signed that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

5. **Discriminatory Vendor List (State funded projects).** As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONTRACTOR affirms to the best of its knowledge and belief at the time the Agreement is signed that CONTRACTOR is not on the Discriminatory Vendor List.

6. **Antitrust Violator Vendor List (State funded projects).** As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR affirms to the best of its knowledge and belief at the time the Agreement is signed that CONTRACTOR is not on the Antitrust Violator Vendor List.

7. **Foreign gifts and contracts.** Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder.

8. **Contracting with foreign entities of concern.** Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the best of its knowledge and belief at the time the Agreement is signed to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's

AMENDMENT OF UKG CONTRACT – KRONOS WORKFORCE CENTRAL SOFTWARE AS A SERVICE

Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

9. **Social, political, or ideological interests.** Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

10. **Compliance with Human Trafficking Laws.** Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and has provided or will provide the COUNTY with a signed affidavit affirming compliance with human trafficking laws.

11. **Conflict of Interest.** CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies to the best of its knowledge and belief at the time the Agreement is signed that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

12. **Certification Regarding Scrutinized Companies.** By executing this Agreement, CONTRACTOR hereby certifies that to the best of its knowledge and belief at the time the Agreement is signed, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated for convenience at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONTRACTOR, by entering this Agreement, hereby certifies that to the best of its knowledge and belief at the time the Agreement is signed, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services of \$1 million or more may be terminated for convenience at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

13. **Order of Precedence.** To the extent there is conflict between the contract documents, this

AMENDMENT OF UKG CONTRACT – KRONOS WORKFORCE CENTRAL SOFTWARE AS A SERVICE

Amendment takes precedence, then the Renewal Quotation, then the County Contract, then the Omnia Partners Contract.

14. **Scope of Contract for Amendment.** This Amendment is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Amendment, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Amendment will need to be added via written addendum, and pricing negotiated based on final specifications. This Amendment includes the following terms and attachments, all of which are incorporated herein:

- Exhibit A Renewal Quotation (5 pages)
- Exhibit B County Contract (11 pages)
- Exhibit C Omnia Partners Contract, including Amendments (90 pages)

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Amendment on the dates under each signature.

UKG

UKG KRONOS SYSTEMS, LLC

By: DocuSigned by:
Erica Bukowski
93A063ADEBCA41A... _____
Erica Bukowski, Sr. Order Processing Analyst

This 25th day of February, 2025.

COUNTY


LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its COUNTY MANAGER



Jennifer Barker, County Manager

This 27 day of February, 2025.

Approved as to form and legality:



Melanie Marsh
County Attorney



ORDER FORM

Quote#: Q-307862
Expires: 31 Jan, 2025
Sales Executive: Felice Dennison
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 18 Dec, 2024

Customer Legal Name:
LAKE COUNTY FIRE RESCUE

Ship To: LAKE COUNTY FIRE RESCUE
315 WEST MAIN STREET
TAVARES, FL 32778-7800 USA

Customer Legal Address:
315 WEST MAIN STREET, TAVARES, FL 32778-7800 USA

Bill To: LAKE COUNTY FIRE RESCUE
315 WEST MAIN STREET
TAVARES, FL 32778-7800 USA

Bill To Contact:

Ship To Contact: Anthony Cuellar

Ship to Phone: 352-933-1651
Ship to Mobile:
Contact: Anthony Cuellar
Email: anthony.cuellar@lakecountyfl.gov

Currency: USD
Customer PO Number:
Solution ID: 6105030
Initial Term: 36 months
Uplift Percent: 4 %

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

Billing Start Date: July 23, 2025

Data Center Location: USA

Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG TELESTAFF CLOUD	480	USD 8.93	USD 4,286.40
Total Price			USD 4,286.40

One Time Setup Fee

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

Item	Total Price
One Time Setup Fees	USD 0.00

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 4,286.40

Item	Total Price
Total One Time Fees	USD 0.00

Order Notes:

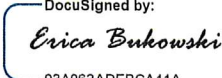
By ordering TeleStaff Cloud pursuant to this Order, Customer acknowledges that UKG will transition Customer's use of the existing TeleStaff Applications in the Kronos Private Cloud (KPC) to use of the TeleStaff Cloud Applications in the Google Cloud Platform (GCP). Customer's right to use the existing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

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

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

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

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

LAKE COUNTY FIRE RESCUE	UKG Kronos Systems LLC
Signature: _____	Signature:  _____ <small>93A063ADEBCA41A</small>
Name: _____	Name: <u>Erica Bukowski</u>
Title: _____	Title: <u>Sr. Order Processing Analyst</u>
Date: _____	Date: <u>2/25/2025 11:30 AM EST</u>
<p>The monthly price on this Order is rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. In some instances, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.</p>	

Payment will complete

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

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

UKG Statement of Work for Lake County Fire

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

1. Professional Services in Scope

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

Service	Description
Migration to Telestaff Cloud (fixed fee)	<p>UKG will:</p> <ul style="list-style-type: none">• Conversion of UKG TeleStaff in the Kronos Private Cloud to UKG TeleStaff Cloud in the Google Cloud Platform.<ul style="list-style-type: none">○ Google Cloud Platform environments: (1) Production and (1) Development (Non-Production).• Professional Services Scope:<ul style="list-style-type: none">○ Project management sufficient to organize UKG project resources.○ Project Kickoff Call.○ System Overview Call.○ Testing Support.○ Go Live Support.

2. Service Parameters

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

Item	Parameters
Project Assumptions	<ul style="list-style-type: none">• The target duration for this project is 8-10 working weeks.• Solution Assumptions:<ul style="list-style-type: none">○ Conversion to UKG TeleStaff Cloud does not include customizations (outside of the scope listed above), configuration, new features, or functionality other than what is required by the new version.
Scope Changes and Pricing	<ul style="list-style-type: none">• Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. Scope changes are subject to review and may impact the project duration and cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required.• If the Customer requires services not specified in this SOW, those services will be scoped based upon complexity and billed at the then current rate.• UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.• UKG's quoted pricing does not include the Excluded Items set out in this SOW.

Item	Parameters
Customer Tasks and Communication	<ul style="list-style-type: none"> • Both UKG and the Customer's project team will complete assigned tasks by mutually agreed upon due dates as set forth in the project plan. UKG will not be responsible for delays caused by the Customer's failure to provide adequate resources for the project or complete tasks promptly. • UKG will communicate with the Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer. • 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.

3. Service Requests

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

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

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

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

**CONTRACT FOR ADOPTION AND AMENDMENT OF
OMNIA PARTNERS CONTRACT – KRONOS WORKFORCE CENTRAL
SOFTWARE AS A SERVICE**

This contract is for the adoption and amendment by Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, of the contract to purchase Kronos Software as a Service pursuant to the terms and conditions of the Omnia Partners – Public Sector, formerly known as U.S. Communities, Contract No. 18220 dated March 18th, as amended (the "Omnia Partners Contract") between Kronos Incorporated, a foreign corporation authorized to do business in the State of Florida (CONTRACTOR) and Omnia Partners – Public Sector for Kronos Software as a Services.

WITNESSETH:

WHEREAS, effective on or about March 18, 2019, after complying with a competitive procurement process, Cobb County, Georgia entered into the Omnia Partners Contract incorporated herein as referenced; and

WHEREAS, simultaneously as a condition of the Omnia Partners Contract, CONTRACTOR entered into the administration agreement and memorandum of understanding with Omnia Partners to allow any public agency registered with Omnia Partners to purchase products and services at the prices indicated in the CONTRACTOR'S proposal; and

WHEREAS, the COUNTY is a public agency registered with Omnia Partners; and

WHEREAS, the CONTRACTOR is willing to honor the terms, conditions, and pricing of the Omnia Partners Contract to provide Kronos Workforce Central Software as a Service to the COUNTY; and

WHEREAS, the COUNTY and the CONTRACTOR want to enter into this contract to adopt and amend the Omnia Partners Contract to specify its application to the COUNTY and to comply with the COUNTY'S procedures; and

WHEREAS, executing this contract is in the best interests of the COUNTY and the residents of Lake County.

THEREFORE, the parties agree as follows:

- I. The above recitals are incorporated in this contract.
- II. **Scope**

On the terms and conditions set forth in this contract, COUNTY hereby engages CONTRACTOR to and CONTRACTOR agrees to provide the products and services as specified in the exhibits attached, the terms of which are incorporated and made a part of this contract: Order Form 658236– attached hereto and incorporated herein as **Attachment A**; Order Form 658238-1 attached hereto and incorporated herein as **Attachment B**. As set forth in the Omnia Partners Contract, the Implementation Services may be modified by change order as the project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties.

**CONTRACT FOR ADOPTION AND AMENDMENT OF OMNIA PARTNERS CONTRACT – KRONOS
WORKFORCE CENTRAL SOFTWARE AS A SERVICE**

III. Payment

COUNTY will pay and CONTRACTOR will accept as full and complete payment for its obligations hereunder as provided in **Attachment A** and **Attachment B** and in accordance with the Omnia Partners Contract. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

IV. Insurance

A. CONTRACTOR shall purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the CONTRACTOR under the terms and provisions of the Omnia Partners Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section, shall be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins. The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

- 1) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

Contractual Liability Included
- 2) Automobile liability insurance, including owned, non-owned, and hired autos with the minimum
Combined Single Limit of \$1,000,000.
- 3) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- 4) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

**CONTRACT FOR ADOPTION AND AMENDMENT OF OMNIA PARTNERS CONTRACT – KRONOS
WORKFORCE CENTRAL SOFTWARE AS A SERVICE**

- 5) Professional liability and specialty insurance as applicable, to include specifically cyber insurance, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.
- B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners shall be named as certificate holder.
- C. CONTRACTOR agrees to provide for a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the COUNTY.
- D. Certificates of insurance must evidence that coverage must be primary and noncontributory, with no requirement of premium by the COUNTY.
- E. Intentionally omitted.
- F. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800
- G. Intentionally omitted.
- H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.
- I. Intentionally omitted.
- J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default subject to the terms of the Omnia Partners Contract.
- K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, shall relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

V. Public Records.

Pursuant to Section 119.0701, Florida Statutes, to the extent that CONTRACTOR is acting as a "Contractor" as defined in the Section 119.0701, Florida Statutes, the CONTRACTOR agrees that it shall:

- A. Keep and maintain public records required by the COUNTY to perform the services identified in this contract.
- B. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 for 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 the CONTRACTOR does not transfer the records to the COUNTY.
- D. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public

**CONTRACT FOR ADOPTION AND AMENDMENT OF OMNIA PARTNERS CONTRACT – KRONOS
WORKFORCE CENTRAL SOFTWARE AS A SERVICE**

records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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 LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

Failure to comply with this subsection will be deemed a breach of contract and enforceable as set forth in Section 119.0701, Florida Statutes.

The parties agree that the Kronos products, technology and service and the Documentation as defined in the Omnia Partners Contract are trade secrets of CONTRACTOR and therefore would not be subject to public disclosure or release.

VI. Applicable Law

This contract shall be governed by the laws of the State of Florida. All legal action arising out of this contract will have its venue in Lake County and this contract will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

VII. Application to Lake County

All terms applicable to "Cobb County" or "Public Agency" in the Omnia Partners Contract shall apply to the COUNTY and all references to "Cobb County" or "Public Agency" in the Omnia Partners Contract will be construed as to referring to the COUNTY under this contract.

The CONTRACTOR shall provide any notices to the COUNTY as required under this contract to the following locations:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

**CONTRACT FOR ADOPTION AND AMENDMENT OF OMNIA PARTNERS CONTRACT – KRONOS
WORKFORCE CENTRAL SOFTWARE AS A SERVICE**

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

VIII. Effect of Amendment.

All other provisions of the contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this contract conflicts with the Omnia Partners Contract, this contract will govern.

IX. Scope of Contract for Adoption & Amendment

This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications. This contract supersedes and replaces any prior agreements between CONTRACTOR and COUNTY for staffing software. This contract includes the following terms and attachments, all of which are incorporated herein:

Omnia Partners Contract which is incorporated herein by reference	
Attachment A	Order Form – Workforce Central SaaS for SMB
Attachment B	Order Form – Workforce TeleStaff IVR

[SIGNATURE PAGE FOLLOWS.]

**CONTRACT FOR ADOPTION AND AMENDMENT OF OMNIA PARTNERS CONTRACT – KRONOS
WORKFORCE CENTRAL SOFTWARE AS A SERVICE**

IN WITNESS WHEREOF, the parties have signed this contract through their representatives on the date under each signature.

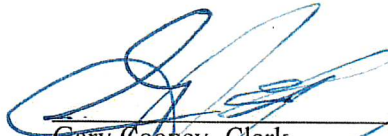
KRONOS INCORPORATED

By: _____ Nicole Dandurant
Printed Name: Nicole Dandurant Mar 17 2020 3:49 PM
Title: _____ cosign

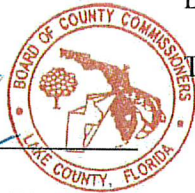
This _____ day of _____, 2020.

LAKE COUNTY, FLORIDA

ATTEST:



Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida






Leslie Campione, Chairman

This 7th day of April, 2020.

Approved as to form and legality:



Melanie Marsh
County Attorney

ATTACHMENT A



Order Form - Workforce Central SaaS for SMB

Quote #: 658236-1 (Conversion), 658237-1 (Add-On), 658238-1 (IVR)
 Expires: 4/19/2020
 Prepared By: Jessie Kim

Order Type: Upgrade
 Date: 1/20/2020

Bill To: Attn: Elizabeth Gouveia Miner
 Lake County Fire Rescue
 315 West Main Street
 Tavares, FL 32778

Ship To: Attn: Elizabeth Gouveia Miner
 Lake County Fire Rescue
 315 West Main Street
 Tavares, FL 32778

Solution ID: 6105030
 Currency: US
 Customer PO #:
 Data Center: USA

Email: exception@kronos.com
 FOB: Shipping Point
 Ship Method: FedEx Ground
 Freight Terms: Prepay & Add

Executive Name: Elizabeth Gouveia Miner
 Executive Email: egminer@lakecountyfl.gov
 Program Manager Name: Elizabeth Gouveia Miner
 Program Manager Email: egminer@lakecountyfl.gov

Notes:

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

This order entered into between the Customer and 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").

Initial Term: Three Year
 Billing Start Date: 90 days from execution of Order Form
 Renewal Term: One Year
 Payment Terms: Net 30
 Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):
 Applications: Annual in Advance
 Professional Services: Monthly in arrears, as delivered
 KnowledgePass & Education Subscription: Upon execution of Order Form

Kronos will provide Customer read-only ODBC access into Customer's production and non-production databases for Timekeeper/HRMS over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and additional fees for that connection may apply. Kronos may, but is not obligated to, limit or block Customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Overall performance may be limited during peak processing periods, and Customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC over a long distance secure connection is not a reliable protocol for it does not have retry logic built-in to handle connectivity issues. Kronos will not be responsible for any changes required to Customer's internal systems to account for limitations of read-only ODBC protocol.

This order is made as part of a Kronos promotion. All pricing is discounted solely in connection with such promotion and will not be applied to future orders. In consideration of the foregoing and discounted pricing and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Kronos shall provide Workforce Central Software as a Service (SaaS) applications to Customer, in exchange for Customer's existing perpetual licenses for same, as indicated on this Order Form. Customer's existing Software License Agreement, including Software Support services, and Cloud Hosting services, as applicable, shall continue to apply to the perpetual licenses for a period of ninety (90) days from execution of this Order Form, and shall terminate thereafter. Customer agrees and understands that they are giving up their right to use the existing Workforce Central perpetual software licenses upon termination of the existing Software License Agreement. Notwithstanding the foregoing, Customer may continue to access the Software for historical viewing purposes only. The Workforce Central Software as a Service Terms and Conditions, as agreed upon by Customer and Kronos, shall apply to the Workforce Central Applications set forth on this Order Form. Workforce Central SaaS 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, Kronos will credit any pre-paid but unused fees for Software Support and/or Cloud Hosting Services on the perpetual licenses, as applicable. Credits may be applied against any amounts owed to Kronos by Customer until such credit is expended. Customer shall pay for Software Support and Cloud Hosting services fees, as applicable, on the perpetual licenses until the Workforce Central SaaS Billing Start Date. Professional Services concessions valid only for the Workforce Central licenses included on this Order Form.

APPLICATIONS

Item	License/Qty	PEPAI	Monthly Price
Workforce TeleStaff Enterprise Bundle V7.1	160	\$8.00	\$1,280.00
Workforce TeleStaff Bidding v7.1	160	\$0.00	Included
Monthly Total:			\$1,280.00

CLOUD SERVICES

Item	Qty	Unit Price	Monthly Price
Read-Only ODBC Access to WFC/HR Database	1	\$0.00	\$0.00
Total Monthly:			\$0.00

CORE SMB PROFESSIONAL / EDUCATIONAL SERVICES

Item	Duration	Total Price
KnowledgePass SaaS WFC SMB		Included
Total Price:		\$0.00

BILL AS YOU GO SERVICES

Item	Qty	Rate	Billing Role	Total Price
TSG Professional Services	18	\$180.00	Solution Consultant	\$3,240.00
TSG Professional Services	14	\$180.00	Project Manager	\$2,520.00
TSG Technical Services	17	\$180.00	Technology Consultant	\$3,060.00
Total Price:				\$8,820.00

Kronos | Time Attendance - Scheduling - Absence Management - HR & Payroll - Hiring - Labor Analytics

SUMMARY

Item	Total Price
Monthly Application Fee	\$1,280.00
Total Monthly Service Fees:	\$1,280.00
Bill As You Go Services	\$8,820.00
Total Bill As You Go:	\$8,820.00

Lake County Fire Rescue

By: _____

Name: _____

Title: _____

Date: _____

Kronos Incorporated

By: _____ Nicole Daurant

Name: *Nicole Daurant* Mar 17 2020 3:54 PM

Title: _____

Date: _____



Kronos | Time Attendance - Scheduling - Absence Management - HR & Payroll - Hiring - Labor Analytics

ATTACHMENT B



ORDER FORM

Quote#: 658238 - 1
 Expires: 28-MAR-2020
 Sales Executive: Kim, Jessie H

Order Type: Upgrade US
 Date: 20-JAN-2020
 Page: 1/2

Bill To: Attn:ELIZABETH GOUVEIA MINER
 LAKE COUNTY FIRE RESCUE
 315 WEST MAIN STREET
 TAVARES
 FL 32778-7800
 United States

Ship To: Attn:ELIZABETH GOUVEIA MINER
 LAKE COUNTY FIRE RESCUE
 315 WEST MAIN STREET
 TAVARES
 FL 32778-7800
 United States

Solution ID: 6105030

Contact: Elizabeth Gouveia Miner
Email: EXCEPTION@KRONOS.COM
Ship To Phone: 352-343-9458 #5723

Payment Terms: Immediate
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order entered into between the Customer and 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").

Kronos will invoice Customer each month in arrears for Workforce Telestaff IVR service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of \$0.12 per minute.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF IVR SERVICE	1	
	Total Price	0.00

SUPPORT SERVICES

Item	Duration	Total Price
UNLESS OTHERWISE NOTED ABOVE, SOFTWARE SUPPORT SERVICES HAVE BEEN DECLINED.		0.00
	Total Price	0.00

Item	Quantity	Total Price
SUBSCRIPTION SOFTWARE SERVICE	1	0.00
	Total Price	0.00

QUOTE SUMMARY

Description	Total Price
Subtotal	0.00
Deposit	0.00
Tax	0.00
Grand Total	0.00

LAKE COUNTY FIRE RESCUE

Signature: _____

Name: _____

Title: _____

Effective Date: _____

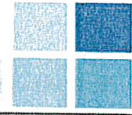
Kronos IncorporatedSignature: _____ ~~Nicole Dandurant~~Name: Nicole Dandurant Mar 17 2020 3:53 PM

Title: _____

Effective Date: _____



Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



Professional Services Work Order

Customer Name: Lake County Fire Rescue
 Customer Contact: Elizabeth Miner
 Email Address: Egminer@lakecountyfl.gov
 Opportunity ID: 218939
 SID: 6105030
 Phone Number: 352-343-9588
 Currency: USD

Professional Services Objective/Outcome Deliverable

Task #1 Technical Upgrade Service Scope to the Kronos Cloud

- Cloud overview
- Installation of Workforce TeleStaff (1) PROD and (1) DEV
- System Overview
- (4) hours of testing support
- (4) hours of go live support Task

#2 • SQL Migration Assistance Task #3 •
 Configure Aspect Evolution - Cloud Hosted

- Single phone number is provisioned Task

#4 • (1) New Features Training Session

Assumptions

- All services delivered remotely.
- Each upgrade is considered as "like-for-like" and does not include customizations, configuration, new features or functionality other than what is required by the new version.
- Customer is responsible for recreating the tasks in excess of (5).
- Customer is responsible for testing the upgraded database in the development environment, not to exceed a (4) week time period and should mimic current end to end persona-based tasks.
- The project will be closed after eight weeks if customer testing stalls and forward progress toward go live on the upgraded database ceases.

Any additional time required to assist customer will be managed through a mutually agreed upon change order signed by both parties.

Budget

Professional Services Part #	Billing Role	Contract Type	UOM	Qty.	Rate	Total Price
9990057-PRO	Solution Consultant	Time and Materials	Hours	18	\$180.00	\$3,240.00
9990057-PRO	Project Manager	Time and Materials	Hours	14	\$180.00	\$2,520.00
9990079-PRO	Technology Consultant	Time and Materials	Hours	17	\$180.00	\$3,060.00
		Time and Materials	Hours			\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Total Professional Services						\$8,820.00

Sales Executive:	Jessie Kim	Create Date:	1/20/2020
Author:		Expiration Date:	2/19/2020

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 3/18/2020

TO: Jeff Cole, County Manager

THRU:

MEETING DATE: 4/7/2020

ITEM TYPE: Consent Item

ITEM ID: 11025

BY: Sandra Rogers, Senior Contracting Officer

SUBJECT: Upgrade of Kronos Telestaff Software

RECOMMENDATION/REQUIRED ACTION:

Request approval to utilize Contract 18220 with Omnia Partners - Public Sector (formerly known as U.S. Communities) to upgrade Kronos Telestaff time scheduling software, as technical support for the current version will no longer be available after September 30, 2020. The estimated fiscal impact is \$36,300.00 (expenditure) for the first year and \$24,960.00 (expenditure) annually for subsequent years.

BACKGROUND SUMMARY: The Office of Fire Rescue utilizes Telestaff software for time scheduling of all employees. Kronos has notified the Office of Fire Rescue that it will no longer provide technical support for Version 2 after September 30, 2020, and will not renew annual maintenance contracts after that date. A Kronos Telestaff software upgrade utilizing Omnia Partners - Public Sector (formerly known as U.S. Communities) will replace the end-of-life Version 2 that is currently in use.

Fiscal Impact: Estimated at \$36,300.00 (expenditure) for the first year and \$24,960.00 (expenditure) annually for the subsequent years.

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CTY FIRE	1680	2136300	830511		\$8,820.00
CTY FIRE	1680	2136300	830465		\$24,960.00
CTY FIRE	1680	2136300	830310		\$2,520.00

Advertised Date:

Paper:

Attachments:

1.	Kronos Amendment and Adoption
2.	Kronos Telestaff Version 2 End-of-Life Letter

STAFF APPROVALS AND DATES:

Sandra Rogers	Created/Initiated - 3/18/2020
Ron Falanga	Approved - 3/18/2020
Tina Chavez	Approved - 3/18/2020
Elizabeth Gouveia Miner	Approved - 3/18/2020
John Molenda	Approved - 3/18/2020
Brian Jaruszewski	Approved - 3/19/2020
Todd Thornton	Approved - 3/19/2020
Jennifer Barker	Approved - 3/20/2020
Melanie Marsh	Approved - 3/24/2020
Angela Harrold	Final Approval - 3/24/2020

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
UKG KRONOS SYSTEMS, LLC

Filing Information

Document Number	M23000013184
FEI/EIN Number	04-2640942
Date Filed	10/12/2023
State	MA
Status	ACTIVE

Principal Address

900 Chelmsford Street
Lowell, MA 01851

Changed: 04/16/2024

Mailing Address

900 Chelmsford Street
Lowell, MA 01851

Changed: 04/16/2024

Registered Agent Name & Address

UNITED AGENT GROUP INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Name Changed: 11/13/2024

Address Changed: 11/13/2024

Authorized Person(s) Detail

Name & Address

Title Manager

Butler, John
900 Chelmsford Street
Lowell, MA 01851

Title Manager

Todd, Christopher
900 Chelmsford Street
Lowell, MA 01851

Annual Reports

Report Year	Filed Date
2024	04/16/2024

Document Images

11/13/2024 -- Reg. Agent Change	View image in PDF format
---	--

04/16/2024 -- ANNUAL REPORT	View image in PDF format
---	--

10/12/2023 -- Foreign Limited	View image in PDF format
---	--

UKG Kronos Systems, LLC
900 Chelmsford Street
Lowell, MA 01851
T: 978-250-9800
ukg.com



January 4, 2024

Certificate of Authority

I hereby certify that I am President and Manager of UKG Kronos Systems, LLC (the "Company") and that **Erica Bukowski, Sr. Order Processing Analyst**, is authorized to execute contracts, contract amendments, sales order forms and quotes on behalf of the Company.

A handwritten signature in cursive script that reads "Christopher Todd".

Christopher Todd
President and Manager

**CONTRACT FOR ADOPTION AND AMENDMENT OF
OMNIA PARTNERS CONTRACT – KRONOS WORKFORCE CENTRAL
SOFTWARE AS A SERVICE**

This contract is for the adoption and amendment by Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, of the contract to purchase Kronos Software as a Service pursuant to the terms and conditions of the Omnia Partners – Public Sector, formerly known as U.S. Communities, Contract No. 18220 dated March 18th, as amended (the "Omnia Partners Contract") between Kronos Incorporated, a foreign corporation authorized to do business in the State of Florida (CONTRACTOR) and Omnia Partners – Public Sector for Kronos Software as a Services.

WITNESSETH:

WHEREAS, effective on or about March 18, 2019, after complying with a competitive procurement process, Cobb County, Georgia entered into the Omnia Partners Contract incorporated herein as referenced; and

WHEREAS, simultaneously as a condition of the Omnia Partners Contract, CONTRACTOR entered into the administration agreement and memorandum of understanding with Omnia Partners to allow any public agency registered with Omnia Partners to purchase products and services at the prices indicated in the CONTRACTOR'S proposal; and

WHEREAS, the COUNTY is a public agency registered with Omnia Partners; and

WHEREAS, the CONTRACTOR is willing to honor the terms, conditions, and pricing of the Omnia Partners Contract to provide Kronos Workforce Central Software as a Service to the COUNTY; and

WHEREAS, the COUNTY and the CONTRACTOR want to enter into this contract to adopt and amend the Omnia Partners Contract to specify its application to the COUNTY and to comply with the COUNTY'S procedures; and

WHEREAS, executing this contract is in the best interests of the COUNTY and the residents of Lake County.

THEREFORE, the parties agree as follows:

- I. The above recitals are incorporated in this contract.
- II. **Scope**

On the terms and conditions set forth in this contract, COUNTY hereby engages CONTRACTOR to and CONTRACTOR agrees to provide the products and services as specified in the exhibits attached, the terms of which are incorporated and made a part of this contract: Order Form 658236– attached hereto and incorporated herein as **Attachment A**; Order Form 658238-1 attached hereto and incorporated herein as **Attachment B**. As set forth in the Omnia Partners Contract, the Implementation Services may be modified by change order as the project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties.

III. Payment

COUNTY will pay and CONTRACTOR will accept as full and complete payment for its obligations hereunder as provided in **Attachment A** and **Attachment B** and in accordance with the Omnia Partners Contract. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

IV. Insurance

A. CONTRACTOR shall purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the CONTRACTOR under the terms and provisions of the Omnia Partners Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section, shall be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins. The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

- 1) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	
- 2) Automobile liability insurance, including owned, non-owned, and hired autos with the minimum

Combined Single Limit of	\$1,000,000.
--------------------------	--------------
- 3) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- 4) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

**CONTRACT FOR ADOPTION AND AMENDMENT OF OMNIA PARTNERS CONTRACT – KRONOS
WORKFORCE CENTRAL SOFTWARE AS A SERVICE**

- 5) Professional liability and specialty insurance as applicable, to include specifically cyber insurance, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.
- B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners shall be named as certificate holder.
- C. CONTRACTOR agrees to provide for a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the COUNTY.
- D. Certificates of insurance must evidence that coverage must be primary and noncontributory, with no requirement of premium by the COUNTY.
- E. Intentionally omitted.
- F. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800
- G. Intentionally omitted.
- H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.
- I. Intentionally omitted.
- J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default subject to the terms of the Omnia Partners Contract.
- K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, shall relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

V. Public Records.

Pursuant to Section 119.0701, Florida Statutes, to the extent that CONTRACTOR is acting as a "Contractor" as defined in the Section 119.0701, Florida Statutes, the CONTRACTOR agrees that it shall:

- A. Keep and maintain public records required by the COUNTY to perform the services identified in this contract.
- B. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 for 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 the CONTRACTOR does not transfer the records to the COUNTY.
- D. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public

**CONTRACT FOR ADOPTION AND AMENDMENT OF OMNIA PARTNERS CONTRACT – KRONOS
WORKFORCE CENTRAL SOFTWARE AS A SERVICE**

records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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 LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

Failure to comply with this subsection will be deemed a breach of contract and enforceable as set forth in Section 119.0701, Florida Statutes.

The parties agree that the Kronos products, technology and service and the Documentation as defined in the Omnia Partners Contract are trade secrets of CONTRACTOR and therefore would not be subject to public disclosure or release.

VI. Applicable Law

This contract shall be governed by the laws of the State of Florida. All legal action arising out of this contract will have its venue in Lake County and this contract will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

VII. Application to Lake County

All terms applicable to "Cobb County" or "Public Agency" in the Omnia Partners Contract shall apply to the COUNTY and all references to "Cobb County" or "Public Agency" in the Omnia Partners Contract will be construed as to referring to the COUNTY under this contract.

The CONTRACTOR shall provide any notices to the COUNTY as required under this contract to the following locations:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

**CONTRACT FOR ADOPTION AND AMENDMENT OF OMNIA PARTNERS CONTRACT – KRONOS
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[SIGNATURE PAGE FOLLOWS.]

**CONTRACT FOR ADOPTION AND AMENDMENT OF OMNIA PARTNERS CONTRACT – KRONOS
WORKFORCE CENTRAL SOFTWARE AS A SERVICE**

IN WITNESS WHEREOF, the parties have signed this contract through their representatives on the date under each signature.

KRONOS INCORPORATED

By: _____ Nicole Dandurant
Mar 17 2020 3:49 PM


Printed Name: Nicole Dandurant

Title: _____ **cosign**

This _____ day of _____, 2020.

LAKE COUNTY, FLORIDA

ATTEST:



Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Leslie Campione

Leslie Campione, Chairman

This 7th day of April, 2020.

Approved as to form and legality:

ummarsh

Melanie Marsh
County Attorney

ATTACHMENT A



Order Form - Workforce Central SaaS for SMB

Quote #: 658236-1 (Conversion), 658237-1 (Add-On), 658238-1 (IVR)
 Expires: 4/19/2020
 Prepared By: Jessie Kim

Order Type: Upgrade
 Date: 1/20/2020

Bill To: Attn: Elizabeth Gouveia Miner
 Lake County Fire Rescue
 315 West Main Street
 Tavares, FL 32778

Ship To: Attn: Elizabeth Gouveia Miner
 Lake County Fire Rescue
 315 West Main Street
 Tavares, FL 32778

Solution ID: 6105030
 Currency: US
 Customer PO #:
 Data Center: USA

Email: exception@kronos.com
 FOB: Shipping Point
 Ship Method: FedEx Ground
 Freight Terms: Prepay & Add

Executive Name: Elizabeth Gouveia Miner
 Executive Email: Egminer@lakecountyfl.gov
 Program Manager Name: Elizabeth Gouveia Miner
 Program Manager Email: Egminer@lakecountyfl.gov

Notes:

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

This order entered into between the Customer and 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").

Initial Term: Three Year
 Billing Start Date: 90 days from execution of Order Form
 Renewal Term: One Year
 Payment Terms: Net 30
 Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):
 Applications: Annual in Advance
 Professional Services: Monthly in arrears, as delivered
 KnowledgePass & Education Subscription: Upon execution of Order Form

Kronos will provide Customer read-only ODBC access into Customer's production and non-production databases for Timekeeper/HRMS over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and additional fees for that connection may apply. Kronos may, but is not obligated to, limit or block Customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Overall performance may be limited during peak processing periods, and Customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC over a long distance secure connection is not a reliable protocol for it does not have retry logic built-in to handle connectivity issues. Kronos will not be responsible for any changes required to Customer's internal systems to account for limitations of read-only ODBC protocol.

This order is made as part of a Kronos promotion. All pricing is discounted solely in connection with such promotion and will not be applied to future orders. In consideration of the foregoing and discounted pricing and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Kronos shall provide Workforce Central Software as a Service (SaaS) applications to Customer, in exchange for Customer's existing perpetual licenses for same, as indicated on this Order Form. Customer's existing Software License Agreement, including Software Support services, and Cloud Hosting services, as applicable, shall continue to apply to the perpetual licenses for a period of ninety (90) days from execution of this Order Form, and shall terminate thereafter. Customer agrees and understands that they are giving up their right to use the existing Workforce Central perpetual software licenses upon termination of the existing Software License Agreement. Notwithstanding the foregoing, Customer may continue to access the Software for historical viewing purposes only. The Workforce Central Software as a Service Terms and Conditions, as agreed upon by Customer and Kronos, shall apply to the Workforce Central Applications set forth on this Order Form. Workforce Central SaaS 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, Kronos will credit any pre-paid but unused fees for Software Support and/or Cloud Hosting Services on the perpetual licenses, as applicable. Credits may be applied against any amounts owed to Kronos by Customer until such credit is expended. Customer shall pay for Software Support and Cloud Hosting services fees, as applicable, on the perpetual licenses until the Workforce Central SaaS Billing Start Date. Professional Services concessions valid only for the Workforce Central licenses included on this Order Form.

APPLICATIONS

Item	License/Qty	PEPM	Monthly Price
Workforce TeleStaff Enterprise Bundle V7.1	160	\$8.00	\$1,280.00
Workforce TeleStaff Bidding v7.1	160	\$0.00	Included
Monthly Total:			\$1,280.00

CLOUD SERVICES

Item	Qty	Unit Price	Monthly Price
Read-Only ODBC Access to WFC/HR Database	1	\$0.00	\$0.00
Total Monthly:			\$0.00

CORE SMB PROFESSIONAL / EDUCATIONAL SERVICES

Item	Duration	Total Price
KnowledgePass SaaS WFC SMB		Included
Total Price		\$0.00

BILL AS YOU GO SERVICES

Item	Qty	Rate	Billing Role	Total Price
TSG Professional Services	18	\$180.00	Solution Consultant	\$3,240.00
TSG Professional Services	14	\$180.00	Project Manager	\$2,520.00
TSG Technical Services	17	\$180.00	Technology Consultant	\$3,060.00
Total Price				\$8,820.00

Kronos | Time Attendance - Scheduling - Absence Management - HR & Payroll - Hiring - Labor Analytics

SUMMARY

Item	Total Price
Monthly Application Fee	\$1,280.00
Total Monthly Service Fees:	\$1,280.00
Bill As You Go Services	\$8,820.00
Total Bill As You Go:	\$8,820.00

Lake County Fire Rescue

By: _____

Name: _____

Title: _____

Date: _____

Kronos Incorporated

By: _____ Nicole Dandurant

Name: *Nicole Dandurant* Mar 17 2020 3:54 PM

Title: _____

Date: _____





ORDER FORM

Quote#: 658238 - 1
 Expires: 28-MAR-2020
 Sales Executive: Kim, Jessie H

Order Type: Upgrade US
 Date: 20-JAN-2020
 Page: 1/2

Bill To: Attn:ELIZABETH GOUVEIA MINER
 LAKE COUNTY FIRE RESCUE
 315 WEST MAIN STREET
 TAVARES
 FL 32778-7800
 United States

Ship To: Attn:ELIZABETH GOUVEIA MINER
 LAKE COUNTY FIRE RESCUE
 315 WEST MAIN STREET
 TAVARES
 FL 32778-7800
 United States

Solution ID: 6105030

Contact: Elizabeth Gouveia Miner
Email: EXCEPTION@KRONOS.COM
Ship To Phone: 352-343-9458 #5723

Payment Terms: Immediate

FOB: Shipping Point

Currency: USD

Ship Method:

Customer PO Number:

Freight Term: Prepay & Add

Order Notes:

This order entered into between the Customer and 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").

Kronos will invoice Customer each month in arrears for Workforce Telestaff IVR service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of \$0.12 per minute.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF IVR SERVICE	1	
	Total Price	0.00

SUPPORT SERVICES

Item	Duration	Total Price
UNLESS OTHERWISE NOTED ABOVE, SOFTWARE SUPPORT SERVICES HAVE BEEN DECLINED.		0.00
	Total Price	0.00

Item	Quantity	Total Price
SUBSCRIPTION SOFTWARE SERVICE	1	0.00
	Total Price	0.00

QUOTE SUMMARY

Description	Total Price
Subtotal	0.00
Deposit	0.00
Tax	0.00
Grand Total	0.00

LAKE COUNTY FIRE RESCUE

Signature: _____

Name: _____

Title: _____

Effective Date: _____

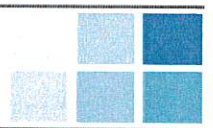
Kronos IncorporatedSignature: _____ ~~Nicole Dandurant~~Name: Nicole Dandurant Mar 17 2020 3:53 PM

Title: _____

Effective Date: _____



Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



Professional Services Work Order

Opportunity ID: 218939

Customer Name: Lake County Fire Rescue

SID: 6105030

Customer Contact: Elizabeth Miner

Phone Number: 352-343-9588

Email Address: Egminer@lakecountyfl.gov

Currency: USD

Professional Services Objective/Outcome Deliverable

Task #1 Technical Upgrade Service Scope to the Kronos Cloud

- Cloud overview
- Installation of Workforce TeleStaff (1) PROD and (1) DEV
- System Overview
- (4) hours of testing support
- (4) hours of go live support

Task

#2 • SQL Migration Assistance Task #3 •

Configure Aspect Evolution - Cloud Hosted

- Single phone number is provisioned Task

#4 • (1) New Features Training Session

Assumptions

- All services delivered remotely.
- Each upgrade is considered as "like-for-like" and does not include customizations, configuration, new features or functionality other than what is required by the new version.
- Customer is responsible for recreating the tasks in excess of (5).
- Customer is responsible for testing the upgraded database in the development environment, not to exceed a (4) week time period and should mimic current end to end persona-based tasks.
- The project will be closed after eight weeks if customer testing stalls and forward progress toward go live on the upgraded database ceases.

Any additional time required to assist customer will be managed through a mutually agreed upon change order signed by both parties.

Budget

Professional Services Part #	Billing Role	Contract Type	UOM	Qty.	Rate	Total Price
9990057-PRO	Solution Consultant	Time and Materials	Hours	18	\$180.00	\$3,240.00
9990057-PRO	Project Manager	Time and Materials	Hours	14	\$180.00	\$2,520.00
9990079-PRO	Technology Consultant	Time and Materials	Hours	17	\$180.00	\$3,060.00
		Time and Materials	Hours			\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Total Professional Services						\$8,820.00

Sales Executive:	Jessie Kim	Create Date:	1/20/2020
Author:		Expiration Date:	2/19/2020