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Quote#: Q-211101 Expires: 29 Mar, 2024

Sales Executive: Nikki Kirkpatrick

Effective Date: Effective as of the date of last signature of this Order

ORDER FORM Order Type: Quote

Date: 12 Dec, 2023

Customer Legal Name: CHARLOTTE COUNTY BOCC

Customer Legal Address: 18500 MURDOCK CIRCLE, PORT CHARLOTTE, FL 33948-1068 USA

BIII To: CHARLOTTE COUNTY BOCC 18500 MURDOCK CIRCLE PORT CHARLOTTE, FL 33948-1068 USA

Bill To Contact:

Ship To: CHARLOTTE COUNTY BOCC 18500 MURDOCK CIRCLE

PORT CHARLOTTE, FL 33948-1068 USA

Ship To Contact: Kevin Mangels

Ship to Phone: (941) 855-0573

Ship to Mobile:

Contact: Kevin Mangels

Email: kevin.mangels@charlottecountyfl.gov

Currency: USD Customer PO Number: Solution ID: 6105374 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	1,600	USD 6.00	USD 9,600.00
UKG PRO ABSENCE	1,600	USD 1.50	USD 2,400.00
UKG PRO ACTIVITIES	1,600	USD 1.50	USD 2,400.00



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Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO WORKFORCE MANAGEMENT ANALYTICS	1,600	USD 1.20	USD 1,920.00
UKG PRO WORKFORCE MANAGEMENT SMS MFA	1	USD 0.00	USD 0.00
UKG PRO WFM INTEGRATION TO UKG TELESTAFF	300	USD 0.00	USD 0.00
Total Price			USD 16,320.00

Professional Services - Fixed Fee

Billing Frequency: Billed based on defined milestone

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION ASSESSMENT	Education Consultant	1	USD 2,650.00	USD 2,650.00
UKG PRO WORKFORCE MANAGEMENT TRAIN THE TRAINER PACKAGE	Education Consultant	2	USD 2,650.00	USD 5,300.00
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Grouped	1	USD 50,000.00	USD 50,000.00
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Grouped	1	USD 90,360.00	USD 90,360.00
Total Price				USD 148,310.00

Quote Summary

ltem **	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 16,320.00

ltem	Page 10 April 1981 Total Price
Total Fixed Fees	USD 148,310.00

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.

GENERAL TERMS:

This Order is subject to and governed by the terms and conditions of UKG's Master Services Agreement ("Agreement") located at: www.ukg.com/msa

All versions of the Master Services Agreement, including the version effective as of the Effective Date of this Order and prior versions, can be found at: www.ukg.com/global-msas Equipment sold (or rented) to Customer under this Order, and any related Equipment Support Services, shall be further subject to and governed by the terms and conditions set forth in the Equipment Addendum located at: www.ukg.com/equipment-addendum

All versions of the Equipment Addendums, including the version effective as of the Effective Date of this Order and prior versions, can be found at:

https://www.ukg.com/global-equipment-addendums

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work located at: www.ukg.com/services-descriptions

UKG will provide the Support Services in accordance with the UKG Support Policy located at: www.ukg.com/saas-support-policies-and-services

Customer's use of the Subscription Services is further subject to the Acceptable Use Policy located at: www.ukq.com/acceptable-use-policy

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at: www.ukg.com/ukg-unified-dpa

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

Despite any Statement of Work linked above, Migration Statement of Work for Charlotte County Bocc shall be provided as set forth in the attached SOW.

Milestone payment terms for the Fixed-Fee implementation services outlined below shall be as follows:

- User Adoption, Train the Trainer [USD \$7,950], and Initial Onboarding [USD \$50,000] shall be due Upon Order Execution
- Final Onboarding [USD \$90,360] shall be due 6 months after Order Execution All other payment requirements shall be as outlined on this Sales Order.

Customer acknowledges that should the project implementation be delayed by Customer, payment of any remaining milestone payments (or balance) outlined on this Order shall be due and payable net 30 days after notice by UKG of Customer's delays. If Customer terminates the Professional Services for convenience as provided for in this Agreement, Customer will be responsible to pay for all milestones completed as well as a prorata portion of any milestones in progress calculated by multiplying UKG's then-current hourly rate by the number of actual service hours performed by UKG toward completion of the inprogress milestone, not to exceed the amount of the milestone.



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.

CHARLOTTE	COUNTY BOCC	UKG Kronos Systems LLC	
Signature:		Signature:	
Name:	William G. Troex Chairman	Name:	
Title:	Chairmen	Title:	
Date:		Date:	
may be present in	the actual price. Due to the rounding calculation the actual price on your invoice is the actual price on your invoice is the	al places for display purposes. As many as eight decimal places ons, the actual price may not display as expected when displayed ne true and binding total for this Order for purposes of amounts	d
the name UKG Pro.	Click here to learn more and view examples o		ınder
https://www.ukg.com Attest:	n/one-suite#Whatproductnamesarechangingur	<u>derUKGDimensions</u>	
Roger D. Eaton, Circuit Court an Clerk of the Boa Commissioners	nd Ex-officio ard of County		
Approved as to and Legal Suffi			

UKG Migration Launch Statement of Work for CHARLOTTE COUNTY BOCC

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 Customer's deployment. The project team follows this framework to transition 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 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(s). This phase also includes unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's integration and functional user acceptance testing (UAT) for the applicable Application(s).
Go Live	This phase consists of UKG assisting 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	Go Live Phase
UKG Pro Workforce Management- Timekeeping	Migration	Phase 1
UKG Pro Workforce Management- Accruals	Migration	Phase 1
UKG Pro Absence- Attendance	Migration	Phase 1
UKG Pro Absence- Leave	Migration	Phase 1
UKG TeleStaff	Migration	Phase 1
UKG Pro Activities	Migration	Phase 2
UKG Pro Workforce Management Analytics	Migration	Phase 2

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
	 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 new or previously unconfigured Subscription Services, if purchased, takes place in Phase 2 following the Phase 1 migration launch.
Project Launch and Go Live Phases	• The target duration for the Phase 1 migration launch is expected to be twelve (24) twenty-four to thirty-six (36) working weeks and assumes a single Go Live event for the Phase 1 Subscription Service(s) and integrations.
	 All Phase 1 launch services end when the agreed upon scope of services is completed or expire six (6) months after the Phase 1 project kick-off date, whichever comes first. Phase 2:
	• Kick-off for the Phase 2 launch, if applicable, will be scheduled within one (1) month of the Phase 1 launch Go Live.

Launch Item	Guidelines
Timeline and Pricing	 The target duration for the Phase 2 launch is expected to be two (2) to four (4) months and assumes a single Go Live event for the Phase 2 Subscription Service(s) and integrations. All Phase 2 launch services end when the agreed upon scope of services is completed or expire six (6) months after the Phase 2 project kick-off, whichever comes first. Additional services, if necessary to complete the Phase 2 launch, will require a separate Service Request. Project timeline and pricing assumes 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. Depending upon the preparation and engagement by 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.
Customer Tasks and Communication	 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. Customer's project manager is the appointed point of contact for Customer on this project. 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 Customer.
Travel	 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. Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for 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 Customer are described below along with primary launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome	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	 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 	 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
	 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 	 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 	 Updated project plan delivered detailing activities and primary milestones Legacy system setup reviewed to determine how it will transfer to the new system.

Launch Phase	UKG	Customer	Deliverables
	Customer and determine how to best configure the new system to meet their needs.	due to differences in functionality between the legacy system and the new system.	
Build			
	 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 	 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 	 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			
	 Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Resolve Customer-reported defects 	 Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Report and retest identified defects 	User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live			
	 Provide production support and post-live support for transition to UKG's Support Services team 	 Execute manager and end-user training Validate Subscription Service(s) and mutually agree to proceed with Go Live 	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 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	Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	 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	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	 Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Workforce Management Consultant	 Primary point of contact for workforce management subscription services configuration life cycle per the launch methodology
Scheduling Consultant	 Primary point of contact for scheduling subscription services configuration life cycle per the launch methodology

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	 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	 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	 Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	 Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on- going system support and knowledge
Technical Resource	 Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
HR Subject Matter Expert	Customer's primary HR representative and designated decision maker
Workforce Management Subject Matter Expert	Customer's primary workforce management representative and designated decision maker
Scheduling Subject Matter Expert	Customer's primary scheduling representative and designated decision maker
Other Subject Matter Experts	 Other subject matter experts, as needed, to act as a primary resource and designated decision maker for their specialty area

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
	UKG will:
Training	 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	UKG will:
	Conduct one (1) workshop(s) during Phase 1
	 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
Train the Trainer Consulting Workshop	UKG will:
	Conduct two (2) workshop(s) during Phase 1
	 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 UKG will:
User Acceptance Testing (UAT) Support	 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 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 Customer to validate system readiness prior to Go Live
Professional Integration Services	Assumptions
Phase 1 Flat-File Integration Templates	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): Employee Data Import Payroll Export to Eden Accrual Balance Export FEMA Export (Payroll Export) FMLA Export (Accrual Export) Punch Data Export Negative Hours (Payroll Export) UKG will deliver the following integration templates as part of the Phase 2 launch:
Phase 2 Flat-File Integration Templates	 Activities labor category import Activities definitions import Activities result codes import Activities transactions export to ERP or cost accounting system
API Integration Templates	 City Works Import for Activities (Quote includes 64 hours for development of this interface. If additional hours are required, a change order will be needed.) UKG will deliver the following API integration templates as part of the Phase 2 launch (API integration templates are delivered via joint API technology layers (UKG and third-party) and processed either as a real-time or scheduled event as indicated):
	UKG Pro WFM to UKG TeleStaff Interface
Professional Ancillary Services	Assumptions UKG will provide the following as part of the Phase 1 migration launch:
Phase 1 Technical Services	 Strategic Technical Advisor to guide Customer in single sign-on (SSO) and clock migration Workforce Central ATK Custom Workflow Review (if applicable) Existing Custom Report Assessment (if applicable) Workforce Central Customer Historical Access including: 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 UKG TeleStaff Historical Access including: Provide hardware recommendations to support the historical system Assist with restoring the UKG database received from the KPC. Install base UKG Telestaff / Workforce Planner applications to allow viewing employee records for report running purposes. Modules such as UKG Gateway Manager, UKG Workforce Integration Manager, custom features, and Single Sign On will be omitted from the scope. Applications installed will be the same UKG version and service pack versions as what was installed in KPC.

Custom Reports will be moved to historical environment.

Assumptions:

Professional Ancillary Services	Assumptions
	 Customer will provide Hardware, Operating System and Microsoft SQL Server to support Historical system per UKG Guidelines.
	 Customer will request a copy of their KPC database once they have discontinued collecting additional data into that database and decommissioned from the KPC. Customer will have 15 days from termination to retrieve their data.
	 UKG will perform the application build and touch test of the historical system.
	Customer will perform User Acceptance Testing.
UKG TeleStaff	 Installation of (1) PROD and (1) DEV environment
	(1) standardized UKG Dimensions-UKG TeleStaff integration design mapping for one institution
	Optimize UKG TeleStaff Design to leverage UKG Dimensions-UKG TeleStaff Integration best practices
	System Overview of latest major UKG TeleStaff version
	Testing Support for one Institution
	Authentication (SSO/LDAP)
	Standard integration with UKG Dimensions
	One production cutover aligned with UKG Dimensions cutover
	Post Go Live Support for 2 pay periods
	Assumptions:
	 A new Production and Development cloud environment will be provisioned to support the latest UKG TeleStaff version
	• Existing core configuration will be moved to customer's new cloud environment Only the historical data necessary to ensure the staffing rules are correct will be imported into the new database. It is the responsibility of the customer to archive their existing database for historical purposes.
	UKG will:
	Deliver up to two (2) results templates
	 Configure up to four (4) dynamic form types: start, stop, duration, results
UKG Pro Activities	 Configure up to nine (9) offline form types (offline mobile data transactions are not supported)
	 Configure the following integrations as applicable: Activities Labor Category import; Activities Definitions import; Activities Results Codes import; Activities Transactions export to ERP or cost accounting system
	UKG will:
UKG Pro Workforce	 Deploy an industry best practice dataview and reports package, which leverages standard KPIs (Key Performance Indicators) available in UKG Pro Workforce Management
Management	Deploy Auditor dashboard and drill through dataviews

Analytics

- y
- Deploy Auditor dashboard and drill through dataviews
- Load pay code mappings required to configure the standard KPIs
- Deliver value assessment using client data to highlight results and opportunities for improvement

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 Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.