

RESOLUTION NO. 2024-3327

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH KRONOS SAASHR, INC., A UKG COMPANY, FOR THE TOWN'S PAYROLL AND ATTENDANCE SOFTWARE; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; AUTHORIZING EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") has historically contracted with other providers to monitor attendance of and perform payroll for Town employees (the "Services"); and

WHEREAS, Kronos SaaShr, Inc., a UKG Company ("UKG"), has agreed to perform the Services necessary to manage employee attendance and perform payroll services for the Town pursuant to the proposal and agreement attached hereto as Exhibit "A" (the "Agreement") in an amount not to exceed \$55,000; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances (the "Code") provides that "[p]urchases made under state general service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies, or through cooperative purchasing" are exempt from the competitive bidding procedures of the Town Code; and

WHEREAS, the Town Commission finds that the proposed Services under the Agreement are exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code; and

WHEREAS, the Town Commission desires to approve the Agreement with UKG, in substantially the form attached hereto as Exhibit "A," and authorize the expenditure of funds for the Services; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization of Agreement. The Town Commission hereby approves the Agreement with UKG, in substantially the form attached hereto as Exhibit "A." Pursuant to Section 3-13(3) of the Town's Code, the Town Commission finds that the Services provided under the Agreement are exempt from competitive bidding.

Section 3. Implementation. The Town Commission hereby authorizes the Town Manager to execute the Agreement with UKG, in substantially the form attached hereto as Exhibit "A," together with such non-substantive changes as may be approved by the Town Manager, subject to approval by the Town Attorney as to form and legal sufficiency, and to take any action which is reasonably necessary to implement the purposes of this Resolution and the Agreement.

Section 4. Authorization to Expend Funds. The Town Manager is authorized to expend funds in an amount not to exceed \$55,000 for the Services.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 10th day of September, 2024.

Motion By: Commissioner Velasquez
Second By: Vice Mayor Paul

FINAL VOTE ON ADOPTION:

Commissioner Ruben Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>

Charles W. Burkett, Mayor

ATTEST:



Sandra N. McCready, MMC
Town Clerk



**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Mark Blumstein.
Town Attorney



ORDER FORM

Quote#: Q-279586
Expires: 06 Sep, 2024
Sales Executive: Ian Lesniewski
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 12 Aug, 2024

Customer Legal Name:
TOWN OF SURFSIDE

Ship To: TOWN OF SURFSIDE
9293 HARDING AVE
SURFSIDE, FL 33154-3000 USA

Customer Legal Address:
9293 HARDING AVE, SURFSIDE, FL 33154-3000 USA

Bill To: TOWN OF SURFSIDE
9293 HARDING AVE
SURFSIDE, FL 33154-3000 USA

Bill To Contact:

Ship To Contact: Enrique Doce

Ship to Phone: (305) 861-4862 Ext. 216
Ship to Mobile: (786) 962-4240
Contact: Chief Enrique H.Doce
Email: edoce@townofsurfsidefl.gov

Currency: USD
Customer PO Number:
Solution ID: 6206626
Term: Co-Term
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: 120 Days from the Effective Date
Data Center Location: Not Applicable

Subscription Services

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price
UKG READY TIME	135	USD 3.78	USD 510.30
UKG READY ACCRUALS MANAGER	135	USD 0.63	USD 85.05
UKG READY HR	135	USD 3.78	USD 510.30



Subscription Services	Quantity	PEPM	Monthly Price
UKG READY BENEFITS	135	USD 3.47	USD 468.45
UKG READY LEARNING	135	USD 2.21	USD 298.35
UKG READY PAYROLL	135	USD 3.78	USD 510.30
UKG READY ACA MANAGER	135	USD 0.32	USD 43.20
UKG READY PERFORMANCE	135	USD 0.63	USD 85.05
UKG READY RECRUITING	135	USD 0.63	USD 85.05
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00
UKG READY PAYROLL SERVICES	135	USD 1.75	USD 236.25
Total Price			USD 2,832.30

One Time Setup Fee

Billing Frequency: 4 Equal Quarterly Installments, commencing at the end of month in which this Order Form is dated

Item	Total Price
One Time Setup Fees	USD 12,485.00

Professional Services - Bill As You Go Services

Billing Frequency: Billed monthly as delivered

Professional Services - Bill As You Go Services	Billing Role	Quantity	Unit Price	Total Price
TSG Professional Services	Project Manager	10	USD 125.00	USD 1,250.00
TSG Professional Services	Solution Consultant	40	USD 125.00	USD 5,000.00
Total Price				USD 6,250.00

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 2,832.30

Item	Total Price
Total One Time Fees	USD 12,485.00

Item	Total Price
Total Bill As You Go Services	USD 6,250.00

Order Notes:

This order entered into between the Customer and Kronos SaaShr, Inc. (a UKG company) is subject to the terms and conditions of the



Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaShr, Inc. (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18221").

The Attachment 1 is included with this Order Form.

Customer agrees that additional fees may be invoiced and owed if Customer incurs fees as outlined in <https://www.ukg.com/ukg-payroll-services-miscellaneous-pricing-schedule-August2019> ("Attachment 2").

UKG will provide the UKG Ready professional Services offering in accordance with the UKG Launch - UKG Ready Services Description located at:
www.ukg.com/services-descriptions

Any concessions provided by UKG for Professional Services are valid only for version of UKG Ready Applications stated on this Order Form.

The UKG Pro Statement of Work for Town of Surfside attached to this order form is incorporated herein by reference.

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.

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

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

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

UKG Pro Statement of Work for Town of Surfside

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 the Parties. The SOW shall apply to this Order and shall supersede any Statement of Work linked in the Order. The scope of services described herein are time and materials 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.

1. Introduction to Launch

UKG's Launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition 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 includes UKG's internal readiness and team assignments, Customer preparation and access to Subscription Service(s), project team kick off, and initial project planning.
Requirements	This phase includes reviewing and assessing Customer's current process and policy information to ensure the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase includes configuring Customer's Subscription Service(s), migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

2. Subscription Services 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	Go Live Phase
UKG Telestaff Integration	Phase 1

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	Parameters
Project Launch and Completion	<ul style="list-style-type: none"> UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order. The typical Phase 1 Launch duration for Customers whose purchase includes UKG Pro Pay and People Center and/or UKG Pro Workforce Management is [four (4) months from project kick-off Launch services for each phase end when the scope of services are completed or expire six (6) [months after phase kick-off, whichever comes first.
Launch Pricing	<ul style="list-style-type: none"> Time and Materials Launch pricing for the scope of services described herein is based on typical Launch duration identified in this SOW and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order. 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. Launch 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. Material scope changes impacting project resource requirements and/or Launch duration, including interfaces not specified in this SOW, will require a separate Service Request.

Launch Item	Parameters
Work Hours	<ul style="list-style-type: none"> UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone. Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.
Global Employees	<p>The term "Global Employees" applies to employees based in countries outside of the US and Canada.</p> <ul style="list-style-type: none"> Support for Global Employees, when applicable, is limited to services specifically identified in the Order and this SOW. UKG Project Management will be performed from US/Canada and delivered by English-speaking UKG resources. UKG will work with Customer's US/Canada based project team in conjunction with Customer's local project representatives.
Customer Tasks and Communication	<ul style="list-style-type: none"> Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. The Customer's project manager is the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
Travel and Access	<ul style="list-style-type: none"> All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request order. Customer will provide UKG resources with access to necessary infrastructure to complete project tasks. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.). 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 the Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome	<ul style="list-style-type: none"> Review Statement of Work (SOW), contract documents and resource assignments with Customer Facilitate and participate in the kick-off meeting Assist in defining Customer resources and training plan as part of the project plan Provide Customer access to the Subscription Service(s) as contracted in the Order 	<ul style="list-style-type: none"> Validate Statement of Work (SOW), contract documents and resource assignments Share project goals/success criteria with UKG project team Participate in the kick-off meeting Ensure key project resources attend recommended training course(s) throughout implementation 	<ul style="list-style-type: none"> Statement of Work (SOW) and contract documents reviewed and align with those received with the Order Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements	<ul style="list-style-type: none"> Guide Customer in gathering business requirements for Net New Subscription Services Conduct workshops to define testing strategy Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended 	<ul style="list-style-type: none"> Gather policy/procedure documentation and business use cases to complete data collection process for Net New Subscription Services Describe expected solution, business process(es), and business rules for all employee groups in scope Facilitate rapid review, feedback, and signoff on all project 	<ul style="list-style-type: none"> Updated project plan delivered detailing activities and primary milestones of the project Data collection process complete Testing strategy workshop(s) delivered Project scope document delivered

Launch Phase	UKG	Customer	Deliverables
	<ul style="list-style-type: none"> configurations Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan 	<ul style="list-style-type: none"> documentation as required to meet project deadlines Participate in the documentation of project assumptions, risks, and configuration needs 	
Build	<ul style="list-style-type: none"> Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration Share data mapping process and field specifications with Customer Configure interfaces as defined in this document Supply technical support for UKG network infrastructure 	<ul style="list-style-type: none"> Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration Provide data translations and field mapping defaults for all required fields Supply technical support for system integration/data conversion, system networking and any Customer hardware Review configuration and agree to proceed to Test phase 	<ul style="list-style-type: none"> Unit testing completed and configuration validated for Subscription Service(s) Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields Interfaces are configured and align with those defined in the SOW
Test	<ul style="list-style-type: none"> Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Resolve Customer-reported defects 	<ul style="list-style-type: none"> Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Report and retest identified defects 	<ul style="list-style-type: none"> User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live	<ul style="list-style-type: none"> Provide production support and post-live support for transition to UKG's Support Services team 	<ul style="list-style-type: none"> Execute manager and end-user training Validate Subscription Service(s) and mutually agree to proceed with Go Live 	<ul style="list-style-type: none"> First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

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

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

6. Service Assumptions

The following assumptions were used to formulate the Order and this SOW. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Training and User Adoption Services

Service	Assumptions
Training	<p>UKG will:</p> <ul style="list-style-type: none"> Provide a product learning plan to prepare your project team during the launch via the UKG Community. Specific courses are required during each phase of the launch to minimize the amount of time between training delivery date and real-life system usage. Provide access to learning resources like job aids and videos for end users, superusers and administrators. Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.

Testing Services

Service	Assumptions
User Acceptance Testing (UAT) Support	<p>UKG will:</p> <ul style="list-style-type: none"> Provide an overview of the UAT process, including testing tools and the approach to be used for issue management Supply stock baseline test cases to validate system functionality and provide general guidance to aid 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

UKG will:
Configure and Test of UKG TeleStaff / UKG Ready Integration

UKG Telestaff

Assumptions

- Integration feeds require a Gateway Manager (GM) license
- The standard feeds include: Person, Accrual, and Schedule interfaces

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:

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

UKG will assess the time needed to implement the Service Request, its impact on the project's delivery, and will quote the Service Request based on current rates. UKG will perform the requested work once the Service Request has been completed and signed by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.

Attachment 1

Covered Entities

Company Name	FEIN	Address	City	State	Zip