

**AGREEMENT BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND
UKG KRONOS SYSTEMS, LLC
FOR
HUMAN RESOURCE INFORMATION SYSTEMS AND RELATED PRODUCTS AND
SERVICES
COOPERATIVE AGREEMENT**

THIS AGREEMENT is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 (“City”) and **UKG KRONOS SYSTEMS, LLC**, a foreign limited liability company, whose mailing address is 900 Chelmsford Street, Lowell, MA 01851 (“Contractor”). City and Contractor may be referred to herein individually as a “party” or collectively as the “parties.”

WITNESSETH

WHEREAS, the City requires goods and services of Contractor pursuant to RFP #24-6833 for Human Resource Information Systems and Related Products and Services, and the resulting Contract #24-6833 between Cobb County, Georgia (OMNIA Partners) and UKG Kronos Systems, LLC, for Goods and Services, including its amendments, assignments, renewals and addenda (collectively referred to as “Contract Documents” or the “Contract”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the Contract Documents between the Contractor, its predecessors and/or assignors, and Cobb County, Georgia (OMNIA Partners), including any and all contract renewals, amendments and change orders, substituting the “City of Port St. Lucie” for “Cobb County, Georgia (OMNIA Partners)” in all places; and

WHEREAS, the City as an eligible Participating Public Agency, shall assume the rights and obligations of the “Customer” (as defined in the Contract) and has the authority to enter into this Agreement with Contractor per RFP #24-6833, page 3, which was agreed upon by both Cobb County, Georgia (OMNIA Partners) and the Contractor, its predecessors and/or assignors; and

WHEREAS, the City has determined that the original procurement was lawful, the Contractor, its predecessors and/or assignors, acted at all times in accordance with Florida law when bidding and the competitive procurement method used by Cobb County, Georgia is consistent with the purchasing policies and requirements of the City,

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify and supplement the Contract Documents with the following terms and conditions:

Section 1. Whereas. The “whereas” clauses are hereby incorporated herein as forming the intent, purpose, and scope of this Agreement.

Section 2. Terms. The parties agree that pursuant to RFP #24-6833, page 3, the City is authorized to utilize the Contract via cooperative agreement, as follows:

- A. **Incorporation of the Contract.** Except as otherwise set forth in this Agreement, the parties hereby incorporate into this Agreement the terms and conditions of the Contract between the Contractor, its predecessors, successors and/or assignees, and Cobb County, Georgia (OMNIA Partners), including any contract renewals, amendments and change orders.
- B. **Substitution.** Except where the context requires otherwise, such as, but not limited to, compliance with City ordinances and regulations, City shall be deemed substituted for Cobb County, Georgia (OMNIA Partners) regarding any and all provisions of the Contract, including by example, but not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents. All recitals, covenants, representations, and warranties of Contractor made in the Contract are restated as if set forth fully herein, made for the benefit of City, and incorporated herein.
- C. **Term.** This Agreement shall be effective from the date upon which all parties have executed it through July 13, 2029, with the option to renew for three (3) additional one-year renewal periods through July 13, 2032.
- D. **Product and Pricing.** Products and pricing shall be in accordance with the Contract.
- E. **Government Appropriation.** Exhibit C, Section 7.2.3 Termination For Non-Appropriation of Funds of the Contract shall be amended as follows:

“Customer may terminate the Service in the event of a reduction in appropriations to any fund(s) from which UKG is to be paid for Services ordered under this Agreement but not yet delivered. Customer will provide a sixty (60) day prior written notice in the event of such termination to UKG and Customer agrees to pay for the products delivered and the services performed by UKG prior to the effective date of such notice. In the event of such termination, Customer shall not be entitled to a refund of pre-paid Services, such as the support fees. Customer acknowledges that by executing an Order Form for the Services, Customer has received fiscal appropriations for the amounts due during the Initial or Renewal Term (as applicable) as indicated on such Order Form/Quote.”

- F. **Tax Exemption.** The City may be tax exempt and will share its tax-exempt certificate upon request.

G. **Conflict.** In the event of conflict between the Contract and this Agreement, the terms and conditions in this Agreement shall supersede and take precedence over the Contract.

H. **Sovereign Immunity.** Nothing in this Agreement, nor in the Contract, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in Section 768.28 Florida Statutes. The parties acknowledge and agree that this Contract creates valid and enforceable contractual obligations, and as such, Contractor shall have the right to pursue all remedies available at law or in equity for the enforcement of the City's contractual obligations under the Contract, provided that such remedies do not exceed those expressed in section 768.28.

Section 3. City Notice. Notice to the City shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed above.

Section 4. Public Records. Contractor understands that City is a public entity subject to Chapter 119, Florida Statutes, and whose records are available and open to the public for review and inspection. To the extent Contractor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor agrees to comply with public records laws in accordance with Chapter 119, Florida Statutes, specifically to:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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 project 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM**

Section 5. Scrutinized Vendors List. By entering into this Agreement with the City, Contractor certifies that to the best of its knowledge and belief at the time this Agreement is signed, it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met. If at any time during the Agreement Contractor becomes a Scrutinized Company that Boycott Isreal list under Florida Statutes, then it shall immediately inform the City. If Contractor's status change makes this Agreement a violation of Florida law, City may terminate the Agreement without penalty.

Section 6. Law, Venue and Wavier of Jury Trial. This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Agreement, arising from this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida.

The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

Section 7. Indemnification. Section 8.1 of Exhibit C UKG Public Sector MSA of the Contract shall be amended as follows:

a. "UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("Customer Indemnified Parties"), from and against any and all third party Claims to the extent (i) the Services or Documentation infringe or misappropriate any registered copyright or patent, (ii) caused by UKG's gross negligence, willful misconduct, or fraud, (iii) or caused by UKG's act or omission and resulting in death or personal bodily injury. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim."

Contractor understands the City is a government entity, so any provision in the Contract Documents purportedly requiring the City to indemnify, defend, or hold harmless the Contractor, or any other party, is null, void, and unenforceable.

1. **Section 8. Insurance.** UKG shall procure and maintain, at all times and at its own expense, during the term of the Order entered into between the Customer and UKG, the types of insurance(s) specified below:

a. Commercial General Liability

UKG shall provide coverage on a Commercial General Liability Occurrence Coverage Form limits of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate. Limits may be achieved via a combination of primary and umbrella/excess insurance. Customer shall be included as an additional insured via blanket endorsement for General Liability and ongoing operations. Such protection shall be primary and non-contributory with respect to Customer's insurance, but only with respect to UKG's sole negligence. Upon written request, such blanket endorsement shall be provided to Customer.

b. Workers' Compensation

UKG shall provide Workers' Compensation Insurance as required by statute.

c. Umbrella/Excess Liability

Limits of liability of \$5,000,000 per occurrence.

d. Automobile Liability

Limits of liability of at least \$1,000,000 combined single limit, including but not limited to, all owned, hired and non-owned motor vehicles.

e. Professional Liability/Errors & Omissions/Cyber Risk Liability

UKG shall maintain coverage on a Professional Liability Form (or equivalent) in the amount of \$5,000,000 per claim with a \$5,000,000 annual aggregate.

f. All Risk Property Insurance

UKG shall provide All Risk Property Insurance in an amount not less than the full

replacement cost of UKG' property.

g. Miscellaneous

UKG shall supply Customer with the above proof of insurance, as required upon the signing of this Agreement. All insurance companies for each of the coverages set forth above must be rated A- or better with a financial rating of VII or better in the most recent A.M. Best's Rating Guide.

Section 9. Audits. The Contractor shall maintain, and the City and its representatives shall have the right to review all invoices associated with any Order incurred for the services under the Contract, and similar materials relating to work performed for the City under the Contract on file for at least five (5) years following the date of final payment to Contractor by the City. Contractor shall maintain all invoices or applicable records for at least five (5) years following the date of final payment to Contractor by the City. Any duly authorized representative(s) of the City shall have access to such invoices or applicable records upon a 30-day prior request at reasonable times, during usual and customary business hours.

Section 10. E-Verify. In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.
3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no

later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that any such cause of action shall be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

Section 11. Construction. The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term “including” in this Agreement shall be construed as “including, without limitation.” Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Agreement and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Agreement.

Section 12. Discriminatory, Convicted, and Antitrust Violator Vendor Lists. Contractor certifies to the best of its knowledge and belief at the time this Agreement is signed, that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may 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 consultant under a contract with any public entity; and may not transact business with any public entity. If at any time during the Agreement Contractor is added to any such list, it shall immediately inform the City. If continuation of the Agreement violates Florida law, City may terminate the Agreement without penalty.

Section 13. Cooperation with Inspector General. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

Section 14. Non-Exclusivity. Contractor acknowledges and agrees that this Agreement is non-exclusive.

Section 15. Termination for Convenience. The City may, at any time, with or without cause, or for its convenience, terminate all or a portion of the Agreement upon ninety (90) days written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the City shall pay all applicable launch fees invoices and outstanding Subscription Services fees for the Subscription Services provided under the Agreement to the City up to the effective date of termination, pursuant to Florida law.

Section 16. Merger. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties. Any quote or purchase order referencing the Contract or order placed purchasing goods and/or services under the Contract, between the parties, even if not expressly referencing this Agreement, shall be subject to the terms and conditions of this Agreement, and any additional terms and conditions, unless contained in a City Contract Amendment and signed by the City's Purchasing Agent and Contractor, are null and void.

IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

SIGNATURE PAGE FOLLOWS

CITY OF PORT ST. LUCIE,
A Florida municipal corporation

Caroline Sturgis
Director, Office of Management & Budget

Date: _____

CONTRACTOR
UKG KRONOS SYSTEMS, LLC

Signed by:

75E2AAE4EC17425...

Authorized Representative
Name: Alex Nguyen

Date: 12/22/2025 | 1:24 PM EST