

**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND RECORD OF ACTION**

September 23, 2025

FROM

DAN MUNSEY, Fire Chief/Fire Warden, San Bernardino County Fire Protection District

SUBJECT

Purchase Order with Insight Enterprises, Inc. for UKG Pro Workforce Management Time and Attendance Management System

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Fire Protection District:

1. Approve non-financial Master Terms and Conditions (**Agreement No. 25-762**) with UKG Software, including non-standard terms, for software and support, which shall remain in effect for as long as the underlying software subscription plan is in place or unless terminated.
2. Authorize the Purchasing Agent to issue a Purchase Order to Insight Enterprises, Inc. for UKG Pro Workforce Management Time and Attendance Management System implementation and onboarding services, utilizing the terms and conditions in Recommendation No. 1, for an amount not-to-exceed \$420,000, for the period of September 26, 2025, through September 25, 2026.

(Presenter: Dan Munsey, Fire Chief/Fire Warden, 387-5779)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of these actions will not result in the use of Discretionary General Funding (Net County Cost). The total cost of \$420,000 will be funded by the San Bernardino County Fire Protection District (SBCFPD). Sufficient appropriation is included in SBCFPD's 2025-26 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

SBCFPD currently utilizes Online Payroll, a time and attendance system, to collect time and attendance data for SBCFPD suppression staff. The data collected is transmitted to the County of San Bernardino Employee Management and Compensation System (EMACS), which is administered through PeopleSoft, to process and generate employee paychecks bi-weekly. Online Payroll is an antiquated internal system that no longer meets the needs of SBCFPD and does not offer cloud services.

SBCFPD researched time and attendance systems that would support collecting time and attendance data for SBCFPD suppression staff and would upload into or integrate with EMACS.

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A product that provides all the elements of hourly and salaried timekeeping, absence and advanced scheduling, as well as advanced analytics and reporting that is uniquely tailored for SBCFPD is available under an existing Intergovernmental Cooperative Purchasing Agreement with the State of California NASPO Cloud Solutions. SBCFPD has determined that the Insight Enterprises, Inc. (Insight) for UKG Pro Workforce Management Time and Attendance Management System (UKG) best meet SBCFPD's needs. The Purchase Order includes costs for the implementation and onboarding services that will be provided to SBCFPD staff, and the software subscription costs for UKG for the period of September 26, 2025, through September 25, 2026. After implementation, software subscription costs will continue unless terminated, and will be approved by the Purchasing Agent pursuant to UKG's Master Terms and Conditions (Agreement).

UKG's Agreement includes terms that differ from the standard SBCFPD contract and omit certain SBCFPD standard contract terms.

Pursuant to Policy 11-05, contracts with a value over \$200,000 that contain non-standard terms require approval by the Board of Directors (Board). The non-standard and missing terms include the following:

1. The Agreement does not require UKG to indemnify SBCFPD, as required by County Policy 11-07, including for intellectual property infringement claims.
 - The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold the County harmless from third party claims arising out of the acts, errors or omissions of any person. The standard contract provision for intellectual property indemnity is: Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services.
 - Potential Impact: UKG is not required to defend, indemnify or hold SBCFPD harmless from any claims, including indemnification for claims arising from UKG's negligent or intentional acts and intellectual property infringement. If SBCFPD is sued for any claim, including intellectual property infringement based on its use of UKG's software or services, SBCFPD may be solely liable for the costs of defense and damages, which could exceed the total Agreement amount.
2. The Agreement does not require UKG to meet SBCFPD's insurance standards as required pursuant to County Policy 11-07.
 - County Policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and set forth in the County standard contract.
 - Potential Impact: SBCFPD has no assurance that UKG will be financially responsible for claims that may arise from SBCFPD's use of the service, which could result in expenses to SBCFPD that exceed the total amount paid to UKG.
3. UKG limits its aggregate maximum liability to the amount of fees paid to UKG for the applicable services during the twelve-month period prior to the date the cause of action arose.
 - The County standard contract does not include a limitation of liability.

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- Potential Impact: Claims could exceed the liability cap and the Agreement amount, leaving SBCFPD financially liable for the excess.
4. The Agreement shall remain in effect for as long as the underlying software subscription plan is in place or unless terminated.
 - Policy 11-05 does not permit indefinite term or automatically renewing contracts unless approved by the Board.
 - Potential Impact: The Agreement shall remain in effect for as long as the underlying software subscription plan is in place or terminated. The software subscription plan is for a one-year period.
 5. Venue for disputes arising under the Agreement is in the federal and state courts in Boston, Massachusetts.
 - The County standard contract requires venue for disputes in the Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: Having a venue in Boston, Massachusetts, may result in additional expenses that exceed the amount of the Agreement.
 6. UKG may assign work to a subcontractor or affiliate without prior authorization from the County.
 - Policy 11-05 requires County approval for any assignments related to a contract.
 - Potential Impact: UKG may assign the work from the contract to other companies which may not be approved by the County.
 7. The Agreement has Net 30 payment requirements.
 - Policy 11-05 does not allow for a Net 30 payment unless authorized by Purchasing.
 - Potential Impact: Payments will have to be expedited and could result in potential late payments if not within 30 days.

SBCFPD recommends approval of the Agreement, including non-standard terms, as this will allow SBCFPD to upgrade its time and attendance system and to receive software and support from UKG.

PROCUREMENT

Purchase of UKG services is part of a competitively bid contract through the County's participation in an Intergovernmental Cooperative Purchasing Agreement with the State of California NASPO Cloud Solutions. (Contract No. AR2485/7-17-70-40-01).

REVIEW BY OTHERS

This item has been reviewed by reviewed by Counsel (Richard Luczak, Deputy County Counsel, 387-5455) on September 2, 2025; Risk Management (Greg Ustaszewski, Staff Analyst II, 386-8623) on 2025; Purchasing (Alberto Cazares, Lead Buyer, 387-3376) on September 2, 2025; Innovation and Technology Department (Robert Pittman, Chief Information Security Officer, 388-5501) on September 8, 2025; and County Finance and Administration (Ivan Ramirez, Administrative Analyst, 387-4020) on September 4, 2025.

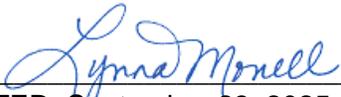
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Record of Action of the Board of Directors
San Bernardino County Fire Protection District

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, SECRETARY

BY 
DATED: September 23, 2025



cc: SBCFPD - Munsey w/ agree
Contractor c/o SBCFPD w/ agree
File w/ agree
JLL 09/30/2025