

**ADDENDUM AGREEMENT BETWEEN
MARION COUNTY
AND
KRONOS INCORPORATED
TO PURCHASE GOODS AND SERVICES IN ACCORDANCE WITH
THE OMNIA PARTNERS – PUBLIC SECTOR CONTRACT No. 18220**

This Addendum Agreement (hereafter the "Agreement") to purchase 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"), is entered into by and between Kronos Incorporated (hereinafter referred to as "Kronos") and Marion County, a political subdivision of the State of Florida (hereafter the "County") and is executed pursuant to the terms and conditions set forth herein and the effective date set forth below. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I - INTERPRETATION AND INTENT

- 1.01 The Agreement as referred to herein, shall mean this Agreement executed by the County and Kronos, and shall include the terms and conditions set forth herein, the Exhibits described in Section 2, herein, and attached hereto, and the applicable sections of the terms and conditions of the above referenced Omnia Partners Contract as amended.
- 1.02 The County, as an eligible Participating Public Agency, shall assume the rights and obligations of the Customer (as defined in the Omnia Partners Contract) when making purchases of goods or services under the Omnia Partners Contract, and terms and conditions of the Omnia Partners Contract shall apply to the County as they apply to the Customer, except as otherwise set forth herein.
- 1.03 **BE IT KNOWN** that the undersigned parties, for good consideration, agree to make the changes and/or additions outlined herein. These additions shall be valid as if part of the original contract and the terms in this document shall prevail in the event of any conflict with the terms of the Agreement, and any exhibits, appendices, or documents referenced therein.

SECTION II - DUTIES OF KRONOS

- 2.01 Kronos shall provide the products and/or services as specified in the Quote# 665113 – 1 attached hereto as Exhibit A, the terms of which are hereby incorporated and made a part of this Agreement.

SECTION III – ADDITIONAL TERMS AND CONDITIONS OF THE COUNTY

- 3.01 Notwithstanding anything contained herein, Kronos agrees that if it is acting as "Contractor" as defined in the Section 119.0701, F.S. under this Contract, Kronos will comply with the following:
 - A. If, under this Agreement, Contractor is providing services and is acting on behalf of County as provided under section 119.011(2), Florida Statutes, Contractor, shall:

- i. Keep and maintain public records required by County to perform the service;
- ii. Upon request from County's custodian of records, provide 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii. 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 this Contract term and following completion of this Contract if Contractor does not transfer the records to County; and,
- iv. Upon completion of this Contract, transfer, at no cost, to County, all public records in possession of Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.

B. "Public Records" shall have the meaning ascribed by Section 119.011, Florida Statutes.

C. If Contractor fails to provide the public records to County within a reasonable time or otherwise fails to comply with this section, Contractor may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Contract by County.

D. **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:**

Office of Public Relations

601 SE 25th Ave.

Ocala, FL 34471

Phone: 352-438-2300

Fax: 352-438-2309

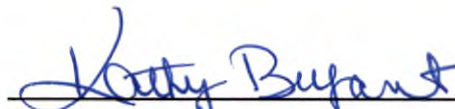
Email: PublicRelations@MarionCountyFL.org

E. Contractor acknowledges County's obligations under Article 1, Section 24, Florida

Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. Contractor acknowledges that County is required to comply with Article 1, Section 14, Florida Constitution and Chapter 119, Florida States, in the handling of the material created under the Agreement and said statute controls over the terms of the Agreement. As such, notwithstanding anything to the contrary contained in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the parties' abilities and obligations to maintain and disclose same, and the methods for such disclosure, shall be determined according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as same may be amended from time to time.

- 3.02 Notwithstanding any clauses concerning payments, late fees, or penalties, all payments by County pursuant to this Agreement shall be made pursuant to the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. For the purposes of this agreement, a "proper invoice" shall be deemed the original invoice from Kronos.
- 3.03 Nothing in the Agreement shall constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall anything be construed to constitute agreement by either party to indemnify or contractually limit the liability of the other party for such other party's grossly negligent, willful or intentional acts or omissions.


No other terms or conditions of the contract are negated or changed as a result of this addendum.

 10/06/2020

By: Kathy Bryant

Title: Chairman

Marion County Board of County Commissioners


Nicole Dandurant
Order Processing Analyst
Oct 5 2020 1:23 PM



By:

Title:

Kronos Incorporated



ORDER FORM

Quote#: 665113 - 2
Expires: 31-OCT-2020
Sales Executive: Kirkpatrick, Nikki

Order Type: Standard US
Date: 11-SEP-2020
Page: 1/2

Bill To: Attn:MARION COUNTY IT
MARION COUNTY BOARD OF COUNTY
COMMISSIONERS
2511 SE 3RD STREET
OCALA
FL 34471-9101
United States
Solution ID: 6071601

Ship To: Attn:MARION COUNTY IT
MARION COUNTY BOARD OF COUNTY
COMMISSIONERS
2511 SE 3RD STREET
OCALA
FL 34471-9101
United States
Contact: AMANDA TART
Email: ITPurchasing@marioncountyfl.org
Ship To Phone:

Payment Terms: N45
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 agrees not to exceed the amount of fees set forth herein in order to complete the services described herein, unless additional hours are required to complete the services described herein due to a change in the scope of the project or timeline, Customer's delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into the SOW. Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in the SOW. A 20.0% professional services risk premium for Not to Exceed scope has been added for unforeseen complexities required to complete the scope as defined in this statement of work. Travel expenses and training are not included in the Not to Exceed Fee and will be invoiced separately as incurred.

Kronos agrees to provide Customer 12 months of no cost software support maintenance at the level of support indicated on this Order Form. The value of such free software support maintenance is \$14,417.11. Upon expiration of the first 12 months of support, a renewal will be generated at the annualized rate subject to the terms of the agreement.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TIMEKEEPER V8	700	
WORKFORCE MANAGER V8	90	
WORKFORCE EMPLOYEE V8	350	
WORKFORCE INTEGRATION MANAGER V8	700	
WORKFORCE MOBILE EMPLOYEE V8	100	
WORKFORCE MOBILE MANAGER V8	10	
Total Price		65,532.30

*Includes applicable software media

EQUIPMENT

Item	Quantity	Total Price
KRONOS INTOUCH 9100 H4, STANDARD, KR B/C	6	15,746.10
TOUCH ID PLUS OPTION FOR H3/H4 INTOUCH	6	5,256.00
NORTH AMERICA POWER ADAPTER FOR MOUNT OVER OUTLET, INTOUCH STD	6	0.00
Total Price		21,002.10

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	1 YR	0.00
DEPOT EXCHANGE SUPPORT SERVICE	1 YR	2,430.00
	Total Price	2,430.00

*Support values listed above are total for all applicable products in each section of this order form

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
PARAGON ONLINE REMOTE TEAM	472 Hours		84,960.00
Project Manager	48 Hours	180.00	
Integration Consultant	120 Hours	180.00	
Technology Consultant	92 Hours	180.00	
Solution Consultant	212 Hours	180.00	
BILL-AS-YOU-GO INSTRUCTOR LEAD TRAINING	10300 Points	0.90	9,270.00
KNOWLEDGE PASS	1 Each	0.00	0.00
ED SERVICES SUBSCRIPTION	1 Contract	2,092.50	2,092.50
	Total Price		96,322.50

QUOTE SUMMARY

Description	Total Price
Subtotal	185,286.90
Deposit	0.00
Tax	0.00
Grand Total	185,286.90

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

Signature: Kathy Bryant 10/06/2020

Name: Kathy Bryant

Title: Chairman

Effective Date: 10/06/2020

Kronos Incorporated

Nicole Dandurant
Order Processing Analyst
Oct 5 2020 1:22 PM

Signature: Nicole Dandurant

Name: cosign

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.

Statement of Work for Marion Co BOCC

Marion County Database Move

Sales Executive	Nikki Kirkpatrick
Author	Brittney Bourn
Expiration Date	5/11/2020
Quote Number	2020-57215
Revision #	7
Opportunity ID	Opp-346787
Status	Approved
Customer SID	6071601

Overview

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful implementation, the customer will provide the required internal project resources.

Project Objectives

Kronos to provide professional services of taking a copy of their current existing Workforce Central Solution and moving it to another onprem database. Support will include the support of redirecting the integrations, terminating the clerk employees, setting up SSO, and setup of Mobile listed below. It is expected that interface modification is not required. If interface modification or creation is required, additional services will be scoped, and estimate provided at the time of the request. Terminal installation and connection will be conducted Marion County. Kronos will help with up to 2-time clocks

Marion County will be expanding their Kronos environment to include Mobile Employee in order to streamline and control time capture processes, as well as provide employees broader access to the Workforce Central application.

Mobile Employee Implementation Includes:

- Install the required software in a non-production environment, testing, and promoting to the production environment
- Consult on Mobile application access
- Review of how access profile settings affect Mobile application and end-user experience
- Configure of the initial setup of Geofencing for 2 Geofence locations

Marion County is expected to:

- Support their employees including troubleshooting connectivity and downloading the Kronos Mobile application
- Provide Kronos consultant with Geofencing parameters, including longitude and latitude details related to the 2 locations
- Responsible for setting up Geofencing for subsequent locations and ongoing maintenance after consulting hours for this project expires or a change order could be presented for more hours.

Proposed Solution

Project duration is expected to be 12 working weeks, based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In this circumstance, Kronos may issue a change order to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a remote approach.



KnowledgePass

KnowledgePass™ is a subscription to an online educational portal. It provides enterprise access to tutorials, task simulations, job aids, sandboxes, webinars, and additional educational documents to help your team succeed.

KnowledgePass provides tools that allow you to build role specific learning paths and assign them to your users. Kronos will guide you on the creation of 2 user roles, including title selection and learning path assignments. The offering is delivered by a KnowledgePass Mentor via a remote interactive workshop.

Instructor Led Training

Kronos Instructor Led Training is purchased as Training Points. Training Points allow you to budget for training with the flexibility to adjust your plan during implementation.

Core Team training will help your key functional and technical users to make informed solution design, configuration decisions and provide core product knowledge.

Module	Description
Workforce Timekeeper	Public instructor led training for 1
Workforce Timekeeper	Public instructor led training for 2

Application Administrator training will prepare you to perform daily and periodic system administration tasks. This training may require pre-requisite knowledge of the core solution functionality.

Module	Description
Workforce Timekeeper	Public instructor led training for 2
Workforce Timekeeper	Public instructor led training for 2
Workforce Timekeeper	Public instructor led training for 2



Solution Assumptions

- Technology Consultant Support
 - Server Build
 - One Prod
 - One Dev
 - Database Restore
 - Mobile Support
 - Setup of Active Directory
- Integration Consultant Support
 - Integration to Terminate Clerk Employees
 - Valid Labor Interface
 - Support of 7 interfaces to move to the new server
 - Person Import
 - Accrual Reset
 - Payroll Export
 - 4 Telestaff Integrations
 - Schedule
 - Person
 - Punch
 - Accrual
- Solution Consultant
 - Support clean up the system of the Clerk Employees
 - Setup of Mobile with 2 Geo Fence Locations
 - Excluded from Scope
 - New Pay rules
 - New Accrual Policies
 - New Navigators/Personas
 - Additional Hours for support for up to 40 hours
 - Example: How to add a paycode
 - Go Live Support
- Project Management to oversee the project



Services Investment Summary

This SOW represents a not to exceed engagement. Project will be delivered Remotely.

Kronos agrees not to invoice Customer any fees in excess of those described in this SOW except in the event that additional hours are required to complete the services. In such event, fees for additional hours will be invoiced pursuant to the Change Order process described herein and agreed upon by the Customer. Customer acknowledges that additional hours may be required for several reasons, including but not limited to a change in the scope of the project or timeline, delays caused by either party, or due to information unknown to Kronos upon entering into this SOW.

Service Type	
Professional Services	\$84,960.00
Educational Services	\$11,322.50
	\$96,322.50

Signatures and Approvals

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: Brittney Bown Date: 10/05/2020

Title: _____

This Statement of Work is subject to the MARION CO BOCC's Workforce Central SaaS or perpetual license agreement with Kronos governing Professional and Education Services. By signing below, the authorized MARION CO BOCC's representative agrees to purchase the services described herein.

ACCEPTED AND AGREED
MARION CO BOCC

By: Kathy Bryant Date: 10/6/2020

Title: Kathy Bryant

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