

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/10/2020  
Contract/Lease Control #: C14-2121-PS  
Procurement#: NA  
Contract/Lease Type: AGREEMENT  
Award To/Lessee: KRONOS, INC.  
Owner/Lessor: OKALOOSA COUNTY  
Effective Date: 12/12/2013  
Expiration Date: 01/31/2022  
Description of: WORK-FORCE READY TIMEKEEPING  
Department: PS  
Department Monitor: MADDOX  
Monitor's Telephone #: 850-651-7150  
Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C14-2121-PS Tracking Number: 4162-20  
Procurement/Contractor/Lessee Name: ICRONS Grant Funded: YES \_\_\_ NO \_\_\_  
Purpose: Renewal  
Date/Term: 1-31-2022 1.  GREATER THAN \$100,000  
Department #: 4500 2.  GREATER THAN \$50,000  
Account #: 546900 3.  \$50,000 OR LESS  
Amount: 15,023.56  
Department: Maddox Dept. Monitor Name: PS

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
W. H. H. H. Date: 10-26-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_  
no record Date: \_\_\_\_\_  
Grants Coordinator Gillian Gordon

**Risk Management Review**  
Approved as written: \_\_\_\_\_ Date: 10-29-2020  
see email attached  
Risk Manager or designee Lisa Price

**County Attorney Review**  
Approved as written: \_\_\_\_\_ Date: 10-26-2020  
see email attached  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Sunday, October 25, 2020 4:46 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Ariel Seafoods Aviation LLC

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, October 21, 2020 3:03 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** FW: Ariel Seafoods Aviation LLC

Please see word version attached.

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Thursday, October 29, 2020 11:47 AM  
**To:** DeRita Mason  
**Subject:** RE: Outstanding Coordination

Kronos-no insurance element. Approved.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, October 29, 2020 9:08 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** Outstanding Coordination

It looks I am missing the following from you, I have been in meetings and checking my emails from phone. I could have missed these.

Ariel Seafood's Aviation Ground Lease  
C17-2481-COR Trinity Inmate Food Services  
C14-2121-PS-Kronos

DeRita Mason







# Support Services Quote

Page 1 of 2

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R05-OCT-20  
**Date:** 13-OCT-2020  
**Prepared by:** Jessica Tuinila / US PublicSector4

**Bill To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Contact:** MICHELLE HUBER  
**Email:** mhuber@co.okaloosa.fl.us

**CONTRACT#:** C14-2121-PS  
**KRONOS, INC.**  
**WORK-FORCE READY TIMEKEEPING**  
**EXPIRES: 01/31/2022**

**CONTRACT**

**Contract Period:** 01-FEB-2021 - 31-JAN-2022

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	6,361.18	0.00	6,361.18
Educational Services	1,150.60	0.00	1,150.60
<b>Total</b>	<b>7,511.78</b>	<b>0.00</b>	<b>7,511.78</b>

**Annualized Contract Value:** 7,511.78

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

The parties acknowledge that Kronos has previously licensed software and support services to Customer similar to the Software licensed hereunder (the "Previously Licensed Software"). Any and all license terms concerning the Previously Licensed Software shall be deemed superseded in their entirety by the license terms of the Kronos Sales software License and Services Agreement dated May 22, 2014 (the "Agreement") set forth in Section 2-8 herein, and the Previously Licensed Software shall be deemed "Software" as defined hereunder; provided, however, that there shall be no additional license fees for the Previously Licensed Software. The support services listed on this Order are provided in accordance with the terms of the Agreement.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<b>OKALOOSA COUNTY EMS</b>	<b>KRONOS INCORPORATED</b>
Signature: <u>Jeffrey A Hyde</u>	Signature: <u>Jessica Tuinila</u>
Name: <u>Jeffrey A Hyde</u>	Name: <u>Jessica Tuinila</u>
Title: <u>Purchasing Manager</u>	Title: <u>Contract Administrator IV</u>
Date: <u>11/13/2020</u>	Date: <u>11/11/2020</u>



Support Services Quote

Page 2 of 2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: OKALOOSA COUNTY EMS
Solution ID: 6104774
Contract #: 1189124 R05-OCT-20
Date:
Prepared by: Jessica Tuinita / US PublicSector4

Bill To: OKALOOSA COUNTY EMS
90 COLLEGE BLVD. EAST
NICEVILLE FL 32578
UNITED STATES

Ship To: OKALOOSA COUNTY EMS
90 COLLEGE BLVD. EAST
NICEVILLE FL 32578
UNITED STATES

Contact: TRACEY VAUSE
Email: tvause@co.okaloosa.fl.us

SOFTWARE SUPPORT SERVICES

Table with 7 columns: Line, Support Service Level, Covered Product, License Count, Start Date, End Date, Duration (days). Rows include WORKFORCE TELESTAFF CONTACT MANAGER V6, WORKFORCE TELESTAFF ENTERPRISE V6, and WORKFORCE TELESTAFF GLOBAL ACCESS V6.

Summary table for Software Support Services with columns: Support Services, Estimated Tax, Subtotal. Values: 6,361.18, 0.00, 6,361.18.

EDUCATIONAL SERVICES

Table with 7 columns: Line, Support Service Level, Covered Product, License Count, Start Date, End Date, Duration (days). Row includes Ed Services Subscription for KNOWLEDGE PASS.

Summary table for Educational Services with columns: Support Services, Estimated Tax, Subtotal. Values: 1,150.60, 0.00, 1,150.60.

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/12/2013

Contract/Lease Control #: C14-2121-PS

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: KRONOS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/12/2013

Term: INDEFINITE

Description of Contract/Lease: WORK-FORCE READY TIMEKEEPING

Department: PS

Department Monitor: VILLANI

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: DVILLANI@CO.OKALOOSA.FL.US

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office



CONTRACT#: C14-2121-PS  
KRONOS  
WORK-FORCE READY TIMEKEEPING  
EXPIRES: INDEFINITE

Quote Type: Renewal  
Customer: OKALOOSA COUNTY EMS  
Solution ID: 6104774  
Contract #: 1189124 R03-OCT-19  
Date:  
Prepared by: Jessica Tuinila / US PublicSector4

Payment Terms: Net 30 Days  
Currency: USD  
Customer PO Number:

Bill To: OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

Ship To: OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

Contact: TRACEY VAUSE  
Email: tvause@co.okaloosa.fl.us

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	WORKFORCE TELESTAFF CONTACT MANAGER V6	165	01-FEB-2020	31-JAN-2021	366
2	Platinum	WORKFORCE TELESTAFF ENTERPRISE V6	165	01-FEB-2020	31-JAN-2021	366
3	Platinum	WORKFORCE TELESTAFF GLOBAL ACCESS V6	165	01-FEB-2020	31-JAN-2021	366

	Support Services	Estimated Tax	Subtotal
Software Support Services	6,133.27	0.00	6,133.27

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		01-FEB-2020	31-JAN-2021	366

	Support Services	Estimated Tax	Subtotal
Educational Services	1,109.38	0.00	1,109.38



**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R03-OCT-19  
**Date:** 11-OCT-2019  
**Prepared by:** Jessica Tuinila / US PublicSector4

**Bill To:** OKALOOSA COUNTY EMS  
 90 COLLEGE BLVD. EAST  
 NICEVILLE FL 32578  
 UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
 90 COLLEGE BLVD. EAST  
 NICEVILLE FL 32578  
 UNITED STATES

**Contact:** MICHELLE HUBER  
**Email:** mhuber@co.okaloosa.fl.us

**CONTRACT SUMMARY**

**Contract Period:** 01-FEB-2020 - 31-JAN-2021

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	6,133.27	0.00	6,133.27
Educational Services	1,109.38	0.00	1,109.38
<b>Total</b>	<b>7,242.65</b>	<b>0.00</b>	<b>7,242.65</b>

**Annualized Contract Value:** 7,222.86

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

**IMPORTANT NOTES**

The parties acknowledge that Kronos has previously licensed software and support services to Customer similar to the Software licensed hereunder (the "Previously Licensed Software"). Any and all license terms concerning the Previously Licensed Software shall be deemed superseded in their entirety by the license terms of the Kronos Sales software License and Services Agreement dated May 22, 2014 (the "Agreement") set forth in Section 2-8 herein, and the Previously Licensed Software shall be deemed "Software" as defined hereunder; provided, however, that there shall be no additional license fees for the Previously Licensed Software. The support services listed on this Order are provided in accordance with the terms of the Agreement.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<b>OKALOOSA COUNTY EMS</b>		<b>KRONOS INCORPORATED</b>	
Signature: <u>Jeffrey A Hyde</u>	Signature: <u>Jessica Tuinila</u>	Name: <u>Jeffrey A Hyde</u>	Name: <u>Jessica Tuinila</u>
Title: <u>Purchasing Mgr</u>	Title: <u>Contract Administrator IV</u>	Date: <u>10/28/2019</u>	Date: <u>10/23/19</u>



**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C14-2121-PS Tracking Number: 3689-20  
Procurement/Contractor/Lessee Name: Kermos Grant Funded: YES \_\_\_ NO X  
Purpose: renewal  
Date/Term: 1-31-21  
Amount: \$7,242.65  
Department: PS  
Dept. Monitor Name: Kisela

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 10-21-19  
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: NO federal funds Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 10-23-19  
Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: see email attached Date: 10-23-19  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

**DeRita Mason**

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, October 23, 2019 8:48 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** RE: Contract #C14-2121-PS, Kronos Support Services Quote for OKALOOSA COUNTY EMS -- Contract: 1189124 R03-OCT-19 6104774

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**



1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, October 22, 2019 4:32 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** FW: Contract #C14-2121-PS, Kronos Support Services Quote for OKALOOSA COUNTY EMS -- Contract: 1189124 R03-OCT-19 6104774

Please review and approve.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road

## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Wednesday, October 23, 2019 10:44 AM  
**To:** DeRita Mason  
**Subject:** RE: Contract #C14-2121-PS, Kronos Support Services Quote for OKALOOSA COUNTY EMS -- Contract: 1189124 R03-OCT-19 6104774

DeRita

This is approved. There is no insurance element.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, October 22, 2019 3:32 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: Contract #C14-2121-PS, Kronos Support Services Quote for OKALOOSA COUNTY EMS -- Contract: 1189124 R03-OCT-19 6104774

Please review and approve.

Thank you,

DeRita Mason





CONTRACT#: C14-2121-PS  
KRONOS  
WORK-FORCE READY TIMEKEEPING  
EXPIRES: INDEFINITE

Quote Type: Renewal  
Customer: OKALOOSA COUNTY EMS  
Solution ID: 6104774  
Contract #: 1189124 R03-OCT-18  
Date: 09-OCT-2018  
Prepared by: Erin Bishop / US Southeast6

Payment Terms: Net 30 Days  
Currency: USD  
Customer PO Number:

Bill To: OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

Ship To: OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

Contact: TRACEY VAUSE  
Email: tvause@co.okaloosa.fl.us

CONTRACT SUMMARY

Contract Period: 01-FEB-2019 - 31-JAN-2020

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	7,962.80	0.00	7,962.80
Educational Services	346.79	0.00	346.79
<b>Total</b>	<b>8,309.59</b>	<b>0.00</b>	<b>8,309.59</b>

Annualized Contract Value: 9,303.05

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<b>OKALOOSA COUNTY EMS</b>	<b>KRONOS INCORPORATED</b>
Signature: <u>Jeffrey A Hyde</u>	Signature: <u>Erin Bishop</u>
Name: <u>Jeffrey A Hyde</u>	Name: <u>Erin Bishop</u>
Title: <u>Purchasing Mgr</u>	Title: <u>Contract administrator</u>
Date: <u>10/30/2018</u>	Date: <u>10/18/18</u>

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R03-OCT-18  
**Date:**  
**Prepared by:** Erin Bishop / US Southeast6

**Bill To:** OKALOOSA COUNTY EMS  
 6 11THE AVENUE SUITE G1  
 SHALIMAR FL 32579  
 UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
 6 11THE AVENUE SUITE G1  
 SHALIMAR FL 32579  
 UNITED STATES

**Contact:** DARREL WELBORN  
**Email:** dwelborn@co.okaloosa.fl.us

**SOFTWARE SUPPORT SERVICES**

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	WORKFORCE TELESTAFF CONTACT MANAGER V6	150	01-FEB-2019	31-JAN-2020	365
2	Platinum	WORKFORCE TELESTAFF ENTERPRISE V6	150	01-FEB-2019	31-JAN-2020	365
3	Platinum	WORKFORCE TELESTAFF GLOBAL ACCESS V6	150	01-FEB-2019	31-JAN-2020	365
4	Platinum	WORKFORCE TELESTAFF CONTACT MANAGER V6	15	08-OCT-2019	31-JAN-2020	116
5	Platinum	WORKFORCE TELESTAFF ENTERPRISE V6	15	08-OCT-2019	31-JAN-2020	116
6	Platinum	WORKFORCE TELESTAFF GLOBAL ACCESS V6	15	08-OCT-2019	31-JAN-2020	116
7	Web Access	TELESTAFF WEB ACCESS V2 - TSG HOSTED	150	01-FEB-2019	31-JAN-2020	365

	Support Services	Estimated Tax	Subtotal
<b>Software Support Services</b>		7,962.80	0.00
			7,962.80

**EDUCATIONAL SERVICES**

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		05-OCT-2019	31-JAN-2020	119

	Support Services	Estimated Tax	Subtotal
<b>Educational Services</b>		346.79	0.00
			346.79

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C14-2R1-PS Tracking Number: 3091-18  
Procurement/Contractor/Lessee Name: KRMOS Grant Funded: YES  NO   
Purpose: amendment  
Date/Term: Indefinite 1.  GREATER THAN \$100,000  
Amount: 12,445.32 2.  GREATER THAN \$50,000  
Department: PS 3.  \$50,000 OR LESS  
Dept. Monitor Name: Vaughn

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 8-9-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

EMS advance funds 2CFR Compliance Review (if required)  
state funds 2 CFR Exhibit C attached  
Approved as written:  
[Signature] Date: 8.9.18  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: (no insurance element.)  
[Signature] Date: \_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached  
\_\_\_\_\_ Date: 8-21-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, September 21, 2018 8:02 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Krystal King  
**Subject:** RE: WorkForce TeleStaff agreement

This is approved for legal purposes. However, when you take it out of Track Changes, please make sure the spacing and bolding of words it correct. Along with the "" around exhibit identification letters.

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Tuesday, September 18, 2018 8:12 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara; Krystal King  
**Subject:** FW: WorkForce TeleStaff agreement  
**Importance:** High

Please review the redlines attached from the vendor and let me know if they are acceptable.

---

**From:** Kim, Jessie [mailto:Jessie.Kim@Kronos.com]  
**Sent:** Monday, September 17, 2018 4:51 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Prancevic, Kathryn <Kathryn.Prancevic@Kronos.com>; Darrel Welborn <dwelborn@myokaloosa.com>  
**Subject:** RE: WorkForce TeleStaff agreement  
**Importance:** High

Hi DeRita,

Please see the attached redlined agreement.  
Can you review accordingly and let us know if everything is acceptable?  
Thank you!

Best Regards,

**Jessie Kim | Workforce TeleStaff Customer Account Manager | Kronos for Public Sector**



## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, August 21, 2018 2:11 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Kronos Amendment C14-2121-PS

The above referenced amendment is approved for legal purposes.

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Thursday, August 09, 2018 9:28 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** Kronos Amendment C14-2121-PS

Please see attached amendment for review.

Darrel Welborn here. I am attempting to do an upgrade to our TeleStaff system and add 15 individual licenses to the program. Will we need to a contract amendment for this and if so what will I need from Kronos. I have attached the estimate from kronos to this email. I will be pulling the funds from the EMS Grant.



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
dmason@myokaloosa.com

**AMENDMENT NO. 2 TO CONTRACT FOR  
WORKFORCE TELESTAFF (# C14-2121-PS)**

This AMENDMENT NO. 2 hereby amends Contract # C14-2121-PS by and between the Okaloosa County Board of County Commissioners (the "County") and Kronos (the "Contractor") for the Workforce Telestaff.

WHEREAS, on May 22, 2014, the County and Contractor entered into the Kronos Sales, Software License and Services Agreement (the "Contract"); and

WHEREAS, the County has the need to update their TeleStaff system and add 15 individual licenses of the Software, add Software Support Services and purchase additional Professional and Educational Services, as described in Exhibit A ("Add-On Products") to the program; and

WHEREAS, the parties find it necessary to amend the Contract in order to authorize the Add-On Products to the current contract and the payment to the contractor. The Add-On Products will be paid using EMS County Grant ID Code C6046; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment attached hereto as Exhibit "B and C"; and

WHEREAS, the parties wish to amend and renew the contract to add new and updated general services insurance requirements attached hereto as Exhibit "D".

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Contract as follows:

1. The County hereby authorizes payment of \$12,920.32 to Contractor for the Add-On Products.
2. The County hereby authorizes the Contractor to add Add-On Products to the contract. The revised scope of services is attached hereto as "Exhibit A" and made a part of the contract.
3. Contractor agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "B and C", and incorporated herein.
4. C14-2121-PS is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "D"; and incorporated herein
5. All other provisions of Contract shall remain in full force and effect.

**CONTRACT#: C14-2121-PS  
KRONOS  
WORK-FOCE READY TIMEKEEPING  
EXPIRES: INDEFINITE**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year last herein below written.

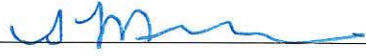
**KRONOS**



\_\_\_\_\_  
John O'Brien, Chief Revenue Officer  
Signature, Printed Name, Title

Date: September 24, 2018

**OKALOOSA COUNTY, FLORIDA**



\_\_\_\_\_  
Stephanie Herrick, OMB Director

Date: 9/28/18

|



# ORDER FORM

Quote#: 616023 - 1  
Expires: 30-SEP-2018  
Sales Executive: Kim, Jessie H

Order Type: Upgrade US  
Date: 14-AUG-2018  
Page: 1/2

**Bill To:** Attn DARREL WELBORN  
OKALOOSA COUNTY EMS  
6 11THE AVENUE SUITE G1  
SHALIMAR  
FL 32579  
United States  
**Solution ID:** 6104774

**Ship To:** Attn.DARREL WELBORN  
OKALOOSA COUNTY EMS  
6 11THE AVENUE SUITE G1  
SHALIMAR  
FL 32579  
United States  
**Contact:** Darrel Welborn  
**Email:** dwelborn@myokaloosa.com  
**Ship To Phone:** 850 200 5521

**Payment Terms:** N30  
**Currency:** USD  
**Customer PO Number:**

**FOB:** Shipping Point  
**Ship Method:**  
**Freight Term:** Prepay & Add

**Order Notes:**

This order is subject to the Terms and Conditions of the Sales, Software License and Services Agreement between Kronos and Customer dated 05/22/2014, as amended on 04/12/17.

Your Kronos solution includes:

## SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF ENTERPRISE V6	15	
WORKFORCE TELESTAFF GLOBAL ACCESS V6	15	
WORKFORCE TELESTAFF CONTACT MANAGER V6	15	
<b>Total Price</b>		<b>1,601.25</b>

## SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	400.31
<b>Total Price</b>		<b>400.31</b>

\*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
KNOWLEDGE PASS	1 Each	0.00	0.00
ED SERVICES SUBSCRIPTION	1 Contract	1,050.00	1,050.00
TSG TECHNICAL SERVICES	11 Hours	215.00	2,365.00
	Technology Consultant	11 Hours	215.00
TSG PROFESSIONAL SERVICES	21 Hours	180.00	3,780.00
	Solution Consultant	21 Hours	180.00
<b>Total Price</b>			<b>7,195.00</b>

## QUOTE SUMMARY

Description	Total Price
Subtotal	9,196.56
Deposit	0.00
Tax	0.00
<b>Grand Total</b>	<b>9,196.56</b>





<b>OKALOOSA COUNTY EMS</b>	<b>Kronos Incorporated</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Effective Date: _____	Effective Date: _____
<small><i>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 <a href="http://www.redhat.com/licenses/jboss_eula.html">http://www.redhat.com/licenses/jboss_eula.html</a>. Shipping and handling charges will be reflected on the final invoice.</i></small>	



## Support Services Quote

Page 1 of 2

<b>Payment Terms:</b>	Net 30 Days	<b>Quote Type:</b>	Reinstatement
<b>Currency:</b>	USD	<b>Customer:</b>	OKALOOSA COUNTY EMS
<b>Customer PO Number:</b>		<b>Solution ID:</b>	6104774
		<b>Contract #:</b>	1189124 X16-JUL-18
		<b>Date:</b>	16-JUL-2018
		<b>Prepared by:</b>	Nancy Starkie / US Southeast6

<b>Bill To:</b>	OKALOOSA COUNTY EMS 90 COLLEGE BLVD EAST NICEVILLE FL 32578 UNITED STATES	<b>Ship To:</b>	OKALOOSA COUNTY EMS 90 COLLEGE BLVD EAST NICEVILLE FL 32578 UNITED STATES
<b>Contact:</b>	TRACEY VAUSE		
<b>Email:</b>	tvause@co.okaloosa.fl.us		

### CONTRACT SUMMARY

Contract Period: 01-FEB-2016 - 31-JAN-2019

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	3,723.76	0.00	3,723.76
<b>Total</b>	<b>3,723.76</b>	<b>0.00</b>	<b>3,723.76</b>

Annualized Contract Value: 1,289.11

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

### IMPORTANT NOTES

The parties acknowledge that Kronos has previously licensed software and support services to Customer similar to the Software licensed hereunder (the "Previously Licensed Software"). Any and all license terms concerning the Previously Licensed Software shall be deemed superseded in their entirety by the license terms of the Kronos Sales software License and Services Agreement dated May 22, 2014 (the "Agreement") set forth in Section 2-8 herein, and the Previously Licensed Software shall be deemed "Software" as defined hereunder; provided, however, that there shall be no additional license fees for the Previously Licensed Software. The support services listed on this Order are provided in accordance with the terms of the Agreement.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<b>OKALOOSA COUNTY EMS</b>	<b>KRONOS INCORPORATED</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Support Services Quote

Page 2 of 2

Payment Terms: Net 30 Days  
Currency: USD  
Customer PO Number:

Quote Type: Reinstatement  
Customer: OKALOOSA COUNTY EMS  
Solution ID: 6104774  
Contract #: 1189124 X16-JUL-18  
Date:  
Prepared by: Nancy Starkie / US Southeast

Bill To: OKALOOSA COUNTY EMS  
90 COLLEGE BLVD EAST  
NICEVILLE FL 32578  
UNITED STATES

Ship To: OKALOOSA COUNTY EMS  
90 COLLEGE BLVD EAST  
NICEVILLE FL 32578  
UNITED STATES

Contact: TRACEY VAUSE  
Email: tvause@co.okaloosa.fl.us

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	WORKFORCE TELESTAFF GLOBAL ACCESS V4	150	01-FEB-2016	31-JAN-2017	366
2	Platinum	WORKFORCE TELESTAFF GLOBAL ACCESS V4	150	01-FEB-2017	31-JAN-2018	365
3	Platinum	WORKFORCE TELESTAFF GLOBAL ACCESS V4	150	01-FEB-2018	31-JAN-2019	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	3,723.76	0.00	3,723.76

Standard Contract Clauses

Exhibit "B"

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions



as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract for this contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **E-VERIFY**

### Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
  
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment

to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b) (1) or (b) (2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2009 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-



- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

## EXHIBIT C

### GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:  
  
Florida Department of Management Services (Office of Supplier Diversity)  
  
Florida Department of Transportation  
  
Minority Business Development Center in most large cities and  
  
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

7. **Davis-Bacon Act**: If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The

contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.

12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials**: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. **Access to Records and Reports**:

Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.



16. **Record Retention:**

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

**23. Energy Policy and Conservation Act (43 U.S.C. §6201)**

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

---

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: September 27, 2018

SIGNATURE: 

COMPANY: Kronos Incorporated

NAME: John O'Brien

ADDRESS: 900 Chelmsford Street  
Lowell, MA 01851

TITLE: SVP, Chief Revenue Officer

E-MAIL: \_\_\_\_\_

PHONE NO.: 978-250-9800

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 114-2121-PS Tracking Number: 2101-18  
Procurement/Contractor/Lessee Name: Krims Telestaff Grant Funded: YES \_\_\_ NO   
Purpose: Rate update  
Date/Term: 1-31-19 1.  GREATER THAN \$50,000  
Amount: \$10,243.55 2.  GREATER THAN \$25,000  
Department: PS 3.  \$25,000 OR LESS  
Dept. Monitor Name: Hendusa

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
[Signature] Date: 10-27-17  
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

**2CFR Compliance Review (if required)**  
Approved as written: NA Date: \_\_\_\_\_  
Grants Coordinator Renee Biby

**Risk Management Review**  
Approved as written: NA Date: \_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**  
Approved as written: see email attached Date: 10-27-17  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contracts & Grants Office**  
Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, October 26, 2017 8:00 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Kronos Telestaff Contract #C14-2121-PS

This is approved for legal sufficiency.

---

**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Thursday, October 26, 2017 12:03 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: Kronos Telestaff Contract #C14-2121-PS

Please review, they didn't send it through last year, but I thought maybe we should get your approval.

---

**From:** Michelle Huber  
**Sent:** Thursday, October 26, 2017 10:51 AM  
**To:** DeRita Mason <dmason@co.okaloosa.fl.us>  
**Subject:** FW: Kronos Telestaff Contract #C14-2121-PS

DeRita,

Attached is the updated pricing for our Kronos Telestaff contract #C14-2121-PS. Last year we did an agenda request for the Chairman to sign the service quote for the updated pricing. Is this still the process or does it need to go through coordination?

Thanks,

*Michelle Huber*

Office Supervisor  
Okaloosa County Public Safety  
90 College Boulevard East  
Niceville, FL 32578

**Phone:** (850) 651-7150  
**FAX:** (850) 651-7170

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** Tracey Vause  
**Sent:** Monday, October 23, 2017 2:49 PM  
**To:** Michelle Huber <mhuber@co.okaloosa.fl.us>  
**Subject:** FW: OKALOOSA COUNTY EMS -- Contract: 1189124 R03-OCT-17





# Support Services Quote

Page 1 of 2

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R03-OCT-17  
**Date:** 23-OCT-2017  
**Prepared by:** Kim Surprenant / US Southeast6

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Bill To:** OKALOOSA COUNTY EMS  
 90 COLLEGE BLVD. EAST  
 NICEVILLE FL 32578  
 UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
 90 COLLEGE BLVD. EAST  
 NICEVILLE FL 32578  
 UNITED STATES

**Contact:** TRACEY VAUSE  
**Email:** tvause@co.okaloosa.fl.us

## CONTRACT SUMMARY

Contract Period: 01-FEB-2018 - 31-JAN-2019

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	6,243.55	0.00	6,243.55
Total	6,243.55	0.00	6,243.55

Annualized Contract Value: 6,243.55

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

The parties acknowledge that Kronos has previously licensed software and support services to Customer similar to the Software licensed hereunder (the "Previously Licensed Software"). Any and all license terms concerning the Previously Licensed Software shall be deemed superseded in their entirety by the license terms of the Kronos Sales software License and Services Agreement dated May 22, 2014 (the "Agreement") set forth in Section 2-8 herein, and the Previously Licensed Software shall be deemed "Software" as defined hereunder; provided, however, that there shall be no additional license fees for the Previously Licensed Software. The support services listed on this Order are provided in accordance with the terms of the Agreement.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<b>OKALOOSA COUNTY EMS</b>	<b>KRONOS INCORPORATED</b>
Signature: <u>Carolyn N. Ketchel</u>	Signature: <u>Kim Surprenant</u>
Name: <u>Carolyn N. Ketchel</u>	Name: <u>Kim Surprenant</u>
Title: <u>Chairman</u>	Title: <u>Core Renewal Specialist III</u>
Date: <u>12/19/17</u>	Date: <u>11/30/17</u>





# Support Services Quote

Page 2 of 2

Payment Terms: Net 30 Days  
Currency: USD  
Customer PO Number:

Quote Type: Renewal  
Customer: OKALOOSA COUNTY EMS  
Solution ID: 6104774  
Contract #: 1189124 R03-OCT-17  
Date:  
Prepared by: Kim Surprenant / US Southeast6

Bill To: OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

Ship To: OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

Contact: TRACEY VAUSE  
Email: tvause@co.okaloosa.fl.us

## SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	TELESTAFF ENTERPRISE V2	150	01-FEB-2018	31-JAN-2019	365
2	Web Access	TELESTAFF WEB ACCESS V2 - TSG HOSTED	150	01-FEB-2018	31-JAN-2019	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	6,243.55	0.00	6,243.55

**AMENDMENT NO. 1 TO CONTRACT FOR  
WORKFORCE TELESTAFF (# C14-2121-PS)**

This AMENDMENT NO. 1 hereby amends Contract # C14-2121-PS by and between the Okaloosa County Board of County Commissioners (the "County") and Kronos (the "Contractor").

WHEREAS, on May 22, 2014, the County and Contractor entered into the Kronos Sales, Software License and Services Agreement (the "Contract") for the Contractor to provide Workforce Telestaff; and

WHEREAS, the County has created a new shift pattern to how the employees will be working which were not included in the initial scope of services; and

WHEREAS, the parties find it necessary to amend the Contract in order to authorize the change in the shift pattern and the payment to the contractor.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Contract as follows:

1. The County hereby authorizes payment of \$4,320 to Contractor for the successful completion of the services required under the Contract.
2. The County hereby authorizes the Contractor to prepare a Re-Configuration of the new shifts and that the services will be delivered remotely. The revised scope of services is attached hereto as "Exhibit A" and made a part of the contract.
3. All other provisions of Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year last hereinbelow written.

**KRONOS**

  
\_\_\_\_\_  
Signature, Printed Name, Title

Date: April 11, 2017

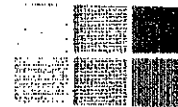
**OKALOOSA COUNTY, FLORIDA**

  
\_\_\_\_\_  
Greg Kisela, Purchasing Director

Date: 4/13/17

John O'Brien  
Sr. Vice President, Global Sales

# EXHIBIT "A"



## Professional Services Work Order

Customer Name: Okaloosa County EMS

SID: 6104774

Customer Contact: Ty Carhart

Phone Number: 850-855-0639

Email Address: Tcarhart@co.okaloosa.fl.us

Currency: USD

Scope: **TeleStaff Training V2**

- Re-Configuration of new shifts, inclusive of a 12 hour sifts pattern for 6 trucks and 4 new shift creation.
- Services to be delivered remotely

Any additional time required to assist customer will managed through a mutually agreed upon change order signed by both parties.

## Budget

Professional Services	Part #	Billing Role	Contract Type	UOM	Qty.	Rate	Total Price
9990057-PRO		Solution Consultant	Time and Materials	Hours	24	\$180.00	\$4,320.00
			Time and Materials			\$0.00	\$0.00
			Time and Materials			\$0.00	\$0.00
<b>Total Professional Services</b>							<b>\$4,320.00</b>

Sales Executive	Jessie Kim	Contract Date	3/16/2017
Author		Expiration Date	4/15/2017





# Support Services Quote

Page 1 of 2

**Contract # C14-2121-PS**  
**KRONOS**  
**WORK-FORCE READY TIMEKEEPING**  
**EXPIRES: INDEFINITE**

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R08-OCT-16  
**Date:** 27-OCT-2016  
**Prepared by:** Kim Surprenant / US Southeast6

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Bill To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Contact:** TRACEY VAUSE  
**Email:** tvause@co.okaloosa.fl.us

## CONTRACT SUMMARY

**Contract Period:** 01-FEB-2017 - 31-JAN-2018

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$6,090.64	\$0.00	\$6,090.64
<b>Total</b>	<b>\$6,090.64</b>	<b>\$0.00</b>	<b>\$6,090.64</b>

**Annualized Contract Value:** \$6,090.64

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

The parties acknowledge that Kronos has previously licensed software and support services to Customer similar to the Software licensed hereunder (the "Previously Licensed Software"). Any and all license terms concerning the Previously Licensed Software shall be deemed superseded in their entirety by the license terms of the Kronos Sales software License and Services Agreement dated May 22, 2014 (the "Agreement") set forth in Section 2-8 herein, and the Previously Licensed Software shall be deemed "Software" as defined hereunder; provided, however, that there shall be no additional license fees for the Previously Licensed Software. The support services listed on this Order are provided in accordance with the terms of the Agreement.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<b>OKALOOSA COUNTY EMS</b>	<b>KRONOS INCORPORATED</b>
Signature: <u><i>Carolyn W. Ketchel</i></u>	Signature: <u><i>Kim Surprenant</i></u>
Name: <u><i>Carolyn W. Ketchel</i></u>	Name: <u><i>Kim Surprenant</i></u>
Title: <u><i>Chairman</i></u>	Title: <u><i>Core Renewal Specialist III</i></u>
Date: <u><i>1/17/2017</i></u>	Date: <u><i>1-11-17</i></u>



# Support Services Quote

Page 2 of 2

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R08-OCT-16  
**Date:**  
**Prepared by:** Kim Surprenant / US Southeast6

**Bill To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Contact:** TRACEY VAUSE  
**Email:** tvause@co.okaloosa.fl.us

## SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	TELESTAFF ENTERPRISE V2	150	01-FEB-2017	31-JAN-2018	365
2	Web Access	TELESTAFF WEB ACCESS V2 - TSG HOSTED	150	01-FEB-2017	31-JAN-2018	365

	Support Services	Estimated Tax	Subtotal
	Software Support Services	\$6,090.64	\$6,090.64





Kronos Incorporated  
297 Billerica Road  
Chelmsford, MA 01824

**Contract # C14-2121-PS**  
**KRONOS**  
**WORK-FORCE READY TIMEKEEPING**  
**EXPIRES: INDEFINITE**

27-OCT-2016  
TRACEY VAUSE  
OKALOOSA COUNTY EMS  
Solution ID: 6104774

**Subject: Kronos Support Services Quote for OKALOOSA COUNTY EMS**  
**Contract #: 1189124 R08-OCT-16**

Dear TRACEY,

The support services and benefits provided under your existing maintenance services terms are due to expire. In order to continue to receive support services and benefits for your Kronos products, you will need to renew the maintenance support for another year. Please review the attached quote so that we can ensure that the upcoming invoice we send to your Accounts Payable organization accurately reflects your Kronos investment. (Please be aware that per the terms of your agreement Kronos will send an invoice 60 days prior to the start of your contract.) **If the attached quote matches your records, please sign the quote and return a copy to me within 10 business days.**

If your organization requires a Purchase Order for payment, please forward me a copy at this time so I can make sure it is referenced on the invoice.

When the invoice is paid, your organization is acknowledging that they are renewing the maintenance support services for another year under the existing terms and conditions with Kronos. If the invoice is not paid, your support services for the products will be cancelled and Kronos will require you to sign a new support services contract, with applicable charges, in order to reactivate your service.

I encourage you to visit the Kronos Customer Portal at <http://customer.kronos.com> for access to SuperSearch, eCase management, Customer Forums, Product Documentation, Training tips and so much more! Experience the array of services Kronos offers.

Please contact me at the email address or telephone number provided below if you have any questions regarding your renewal.

Thank you for your business.

Regards,

**Kim Surprenant**  
Contract Administrator

tel: 978-947-4060  
fax: 978-947-2801  
email: [kim.surprenant@kronos.com](mailto:kim.surprenant@kronos.com)



# Support Services Quote

Page 1 of 2

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R08-OCT-16  
**Date:** 27-OCT-2016  
**Prepared by:** Kim Surprenant / US Southeast6

**Bill To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Contact:** TRACEY VAUSE  
**Email:** tvause@co.okaloosa.fl.us

## CONTRACT SUMMARY

**Contract Period:** 01-FEB-2017 - 31-JAN-2018

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$6,090.64	\$0.00	\$6,090.64
<b>Total</b>	<b>\$6,090.64</b>	<b>\$0.00</b>	<b>\$6,090.64</b>

**Annualized Contract Value:** \$6,090.64

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

The parties acknowledge that Kronos has previously licensed software and support services to Customer similar to the Software licensed hereunder (the "Previously Licensed Software"). Any and all license terms concerning the Previously Licensed Software shall be deemed superseded in their entirety by the license terms of the Kronos Sales software License and Services Agreement dated May 22, 2014 (the "Agreement") set forth in Section 2-8 herein, and the Previously Licensed Software shall be deemed "Software" as defined hereunder; provided, however, that there shall be no additional license fees for the Previously Licensed Software. The support services listed on this Order are provided in accordance with the terms of the Agreement.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<b>OKALOOSA COUNTY EMS</b>	<b>KRONOS INCORPORATED</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



# Support Services Quote

Page 2 of 2

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R08-OCT-16  
**Date:**  
**Prepared by:** Kim Surprenant / US Southeast6

**Bill To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Contact:** TRACEY VAUSE  
**Email:** tvause@co.okaloosa.fl.us

## SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	TELESTAFF ENTERPRISE V2	150	01-FEB-2017	31-JAN-2018	365
2	Web Access	TELESTAFF WEB ACCESS V2 - TSG HOSTED	150	01-FEB-2017	31-JAN-2018	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	\$6,090.64	\$0.00	\$6,090.64



CA # 191

**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

5370


**DATE:** March 15, 2016  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Zan Fedorak  
**SUBJECT:** Request approval of the Kronos Support Services Annual Quote  
**DEPARTMENT:** Purchasing  
**BCC DISTRICT:** ALL

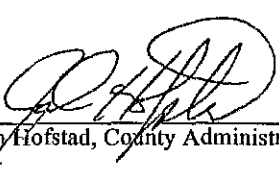
**STATEMENT OF ISSUE:** Request approval for the Chairman to sign the Kronos support services annual quote for contract C14-2121-PS.

**BACKGROUND & ANALYSIS:** Public Safety has reviewed their current contract with Kronos which provides emergency employee scheduling software. This software is the tool that is used to ensure proper scheduling coverage of emergency personnel. There were elements of the contract the department chose not to continue. This review by staff and the vendor delayed the attached quote which was provided and circulated for signature. Finance has made the payment for the software to ensure there was no interruption of service. The quote for the service requires the Chairman's signature to properly document the contract file. Staff requests authorization for the Chairman to sign the document.

**OPTIONS:** Approve/Deny authorization for the Chairman to sign the Kronos Support Services Quote for contract number C14-2121-PS.

**RECOMMENDATION:** Staff recommends approval of the authorization for the Chairman to sign the Kronos Support Services Quote for contract number C14-2121-PS.

**RECOMMENDED BY:**   
Zan Fedorak, Director 3/9/2016

**APPROVED BY:**   
John Hofstad, County Administrator 3/9/2016  
John Hofstad, County Administrator

**BCG APPROVED**  
**DATE** March 15, 2016  
**BY** Tessa Ward



# Support Services Quote

Page 1 of 2

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R05-OCT-15  
**Date:** 04-DEC-2015  
**Prepared by:** Kim Surprenant / US Southeast6

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Bill To:** OKALOOSA COUNTY EMS  
 90 COLLEGE BLVD. EAST  
 NICEVILLE FL 32578  
 UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
 90 COLLEGE BLVD. EAST  
 NICEVILLE FL 32578  
 UNITED STATES

**Contact:** TRACEY VAUSE  
**Email:** tvause@co.okaloosa.fl.us

## CONTRACT SUMMARY

Contract Period: 01-FEB-2016 - 31-JAN-2017

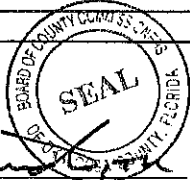
Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$5,959.90	\$0.00	\$5,959.90
<b>Total</b>	<b>\$5,959.90</b>	<b>\$0.00</b>	<b>\$5,959.90</b>

**Annualized Contract Value:** \$5,943.62  
 The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

The parties acknowledge that Kronos has previously licensed software and support services to Customer similar to the Software licensed hereunder (the "Previously Licensed Software"). Any and all license terms concerning the Previously Licensed Software shall be deemed superseded in their entirety by the license terms of the Kronos Sales software License and Services Agreement dated May 22, 2014 (the "Agreement") set forth in Section 2-8 herein, and the Previously Licensed Software shall be deemed "Software" as defined hereunder; provided, however, that there shall be no additional license fees for the Previously Licensed Software. The support services listed on this Order are provided in accordance with the terms of the Agreement.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<p><b>OKALOOSA COUNTY EMS</b></p> <p>Signature: <u>Charles K. Windes, Jr.</u></p> <p>Name: <u>Charles K. Windes, Jr.</u></p> <p>Title: <u>Chairman</u></p> <p>Date: <u>3/16/16</u></p>	 <p><b>KRONOS INCORPORATED</b></p> <p>Signature: <u>Desiree Shadle</u></p> <p>Name: <u>Desiree Shadle</u></p> <p>Title: <u>Public Sector Contracts Specialist</u></p> <p>Date: <u>3/11/16</u></p>
--	--

## CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>1687-16</u>
Contractor/Lessee Name: <u>Kronos</u>	Grant Funded: YES ___ NO <input checked="" type="checkbox"/>
Purpose: <u>Annual Support Service Quote</u>	
Date/Term: <u>2/1/16 - 1/31/17</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$5959.<sup>90</sup></u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PS</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Henderson</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met:	
<u>Zuzi St. Lorak</u> Purchasing Director or designee	Date: <u>3/9/16</u>

<b>Risk Management Review</b>	
Approved as written:	
<u>No insurance element</u> Risk Manager or designee <u>ZF</u>	Date: _____

<b>County Attorney Review</b>	
Approved as written:	
_____ County Attorney <u>see attached</u>	Date: _____

Following Okaloosa County approval:

<b>Contract &amp; Grant</b>	
Document has been received:	
_____ Contracts & Grants Manager	Date: _____





Kronos Incorporated  
297 Billerica Road  
Chelmsford, MA 01824

04-DEC-2015  
TRACEY VAUSE  
OKALOOSA COUNTY EMS  
Solution ID: 6104774

**Subject: Kronos Support Services Quote for OKALOOSA COUNTY EMS**  
**Contract #: 1189124 R05-OCT-15**

Dear TRACEY,

The support services and benefits provided under your existing maintenance services terms are due to expire. In order to continue to receive support services and benefits for your Kronos products, you will need to renew the maintenance support for another year. Please review the attached quote so that we can ensure that the upcoming invoice we send to your Accounts Payable organization accurately reflects your Kronos investment. (Please be aware that per the terms of your agreement Kronos will send an invoice 60 days prior to the start of your contract.) **If the attached quote matches your records, please sign the quote and return a copy to me within 10 business days.**

If your organization requires a Purchase Order for payment, please forward me a copy at this time so I can make sure it is referenced on the invoice.

When the invoice is paid, your organization is acknowledging that they are renewing the maintenance support services for another year under the existing terms and conditions with Kronos. If the invoice is not paid, your support services for the products will be cancelled and Kronos will require you to sign a new support services contract, with applicable charges, in order to reactivate your service.

I encourage you to visit the Kronos Customer Portal at <http://customer.kronos.com> for access to SuperSearch, eCase management, Customer Forums, Product Documentation, Training tips and so much more! Experience the array of services Kronos offers.

Please contact me at the email address or telephone number provided below if you have any questions regarding your renewal.

Thank you for your business.

Regards,

**Kim Surprenant**  
Contract Administrator

tel: 978-947-4060  
fax: 978-947-2801  
email: [kim.surprenant@kronos.com](mailto:kim.surprenant@kronos.com)

**CONTRACT # C14-2121-PS**  
**KRONOS**  
**WORK-FORCE READY TIMEKEEPING**  
**& SOFTWARE SUPPORT SERVICES**  
**EXPIRES: INDEFINITE**



# Support Services Quote

Page 1 of 2

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R05-OCT-15  
**Date:** 04-DEC-2015  
**Prepared by:** Kim Surprenant / US Southeast6

**Bill To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Contact:** TRACEY VAUSE  
**Email:** tvause@co.okaloosa.fl.us

## CONTRACT SUMMARY

**Contract Period:** 01-FEB-2016 - 31-JAN-2017

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$5,959.90	\$0.00	\$5,959.90
<b>Total</b>	<b>\$5,959.90</b>	<b>\$0.00</b>	<b>\$5,959.90</b>

**Annualized Contract Value:** \$5,943.62

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

The parties acknowledge that Kronos has previously licensed software and support services to Customer similar to the Software licensed hereunder (the "Previously Licensed Software"). Any and all license terms concerning the Previously Licensed Software shall be deemed superseded in their entirety by the license terms of the Kronos Sales software License and Services Agreement dated May 22, 2014 (the "Agreement") set forth in Section 2-8 herein, and the Previously Licensed Software shall be deemed "Software" as defined hereunder; provided, however, that there shall be no additional license fees for the Previously Licensed Software. The support services listed on this Order are provided in accordance with the terms of the Agreement.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

OKALOOSA COUNTY EMS	KRONOS INCORPORATED
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



# Support Services Quote

Page 2 of 2

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R05-OCT-15  
**Date:**  
**Prepared by:** Kim Surprenant / US Southeast6

**Bill To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Contact:** TRACEY VAUSE  
**Email:** tvause@co.okaloosa.fl.us

## SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	TELESTAFF ENTERPRISE V2	150	01-FEB-2016	31-JAN-2017	366
2	Web Access	TELESTAFF WEB ACCESS V2 - TSG HOSTED	150	01-FEB-2016	31-JAN-2017	366

	Support Services	Estimated Tax	Subtotal
Software Support Services	\$5,959.90	\$0.00	\$5,959.90



# INVOICE

**REMIT CHECKS TO:**  
 PO BOX 743208  
 ATLANTA, GA 30374- 3208  
**\*\*NEW REMIT TO & BANK DETAILS\*\***

**ELECTRONIC TRANSFERS TO:**  
 Bank of America  
 ABA 121000358  
 Account 1499687277

**Invoice Number:** 11016735  
**Page:** 1 of 1  
**Invoice Date:** 05- JAN- 16  
**Due Date:** 04- FEB- 16

**Bill To: 6111019**  
 Attn: Accounts Payable  
 OKALOOSA COUNTY EMS  
 90 COLLEGE BLVD. EAST  
 NICEVILLE, FL 32578

**Ship To: 6111019**  
 OKALOOSA COUNTY EMS  
 90 COLLEGE BLVD. EAST  
 NICEVILLE, FL 32578

**Solution ID:** 6104774

**Contact:** TRACEY VAUSE  
**Email:**  
**Telephone Number:**

**Purchase Order Number:**  
**Sales Order Number:**  
**Contract Number:** 1189124 R05- OCT- 15  
**PSA Number:**  
**Project Number:**  
**Case Number:**

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Sales Person:** Recurring, US Southeast6  
**Shipping Reference:**  
**Ship Via:**  
**Ship Date:**

**Invoice Notes:**

The parties acknowledge that Kronos has previously licensed software and support services to Customer similar to the Software licensed hereunder (the "Previously Licensed Software"). Any and all license terms concerning the Previously Licensed Software shall be deemed superseded in their entirety by the license terms of the Kronos Sales software License and Services Agreement dated May 22, 2014 (the "Agreement") set forth in Section 2- 8 herein, and the Previously Licensed Software shall be deemed "Software" as defined hereunder; provided, however, that there shall be no additional license fees for the Previously Licensed Software. The support services listed on this Order are provided in accordance with the terms of the Agreement.

## SOFTWARE SUPPORT SERVICES

Support Service Level	Covered Product	Licenses	Start Date	End Date	Duration (Days)	Taxable
Platinum	TELESTAFF ENTERPRISE V2	150	01- FEB- 16	31- JAN- 17	366	NO
Web Access	TELESTAFF WEB ACCESS V2 - TSG HOSTED	150	01- FEB- 16	31- JAN- 17	366	NO
					Subtotal	5,959.90

## INVOICE SUMMARY

Description	Total Price
Subtotal:	5,959.90
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
<b>Grand Total</b>	<b>5,959.90</b>



**CERTIFIED A TRUE  
AND CORRECT COPY**  
JD PEACOCK II  
CLERK CIRCUIT COURT

BY Jalisa Ward  
DEPUTY CLERK



Payment Terms: 4-9-15 Net 30 Days  
Currency: USD  
Customer PO Number:

# Support Services Quote

Page 1 of 2

Quote Type: Renewal  
Customer: OKALOOSA COUNTY EMS  
Solution ID: 6104774  
Contract #: 1189124 R03-OCT-14  
Date: 18-FEB-2015  
Prepared by: Desiree Shadle / Southeast6

Bill To: OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

Ship To: OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

Contact: TRACEY VAUSE  
Email: tvause@co.okaloosa.fl.us

**CONTRACT # C14-2121-PS  
KRONOS  
WORK-FORCE READY TIMEKEEPING  
& SOFTWARE SUPPORT SERVICES  
EXPIRES: INDEFINITE**

## CONTRACT SUMMARY

Contract Period: 01-FEB-2015 - 31-JAN-2016

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$7,181.49	\$0.00	\$7,181.49
<b>Total</b>	<b>\$7,181.49</b>	<b>\$0.00</b>	<b>\$7,181.49</b>


Annualized Contract Value: \$8,030.01

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

The parties acknowledge that Kronos has previously licensed software and support services to Customer similar to the Software licensed hereunder (the "Previously Licensed Software"). Any and all license terms concerning the Previously Licensed Software shall be deemed superseded in their entirety by the license terms of the Kronos Sales software License and Services Agreement dated May 22, 2014 (the "Agreement") set forth in Section 2-8 herein, and the Previously Licensed Software shall be deemed "Software" as defined hereunder; provided, however, that there shall be no additional license fees for the Previously Licensed Software. The support services listed on this Order are provided in accordance with the terms of the Agreement.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<b>OKALOOSA COUNTY EMS</b>  Signature: _____ Name: <u>Nathan D. Boyles</u> Title: <u>Chairman</u> Date: <u>April 7, 2015</u>	<b>KRONOS INCORPORATED</b> Signature: <u>Desiree Shadle</u> Name: <u>Desiree Shadle</u> Title: <u>Public Sector Contracts Specialist</u> Date: <u>3/4/15</u>
--	--



# Support Services Quote

Page 2 of 2

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** OKALOOSA COUNTY EMS  
**Solution ID:** 6104774  
**Contract #:** 1189124 R03-OCT-14  
**Date:** 18-FEB-2015  
**Prepared by:** Desiree Shadle / Southeast6

**Bill To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Ship To:** OKALOOSA COUNTY EMS  
90 COLLEGE BLVD. EAST  
NICEVILLE FL 32578  
UNITED STATES

**Contact:** TRACEY VAUSE  
**Email:** tvause@co.okaloosa.fl.us

## SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	TELESTAFF ENTERPRISE V2	150	01-FEB-2015	31-JAN-2016	365
2	Platinum	WORKFORCE TELESTAFF CONTACT MANAGER V4	150	01-FEB-2015	31-JAN-2016	365
3	Platinum	WORKFORCE TELESTAFF ENTERPRISE V4	150	01-FEB-2015	31-JAN-2016	365
4	Platinum	WORKFORCE TELESTAFF GATEWAY MANAGER V4		20-JUN-2015	31-JAN-2016	226
5	Platinum	WORKFORCE TELESTAFF GLOBAL ACCESS V4	150	20-JUN-2015	31-JAN-2016	226
6	Web Access	TELESTAFF WEB ACCESS V2 - TSG HOSTED	150	01-FEB-2015	31-JAN-2016	365

	Support Services	Estimated Tax	Subtotal
	Software Support Services	\$7,181.49	\$7,181.49



# SOLE SOURCE PURCHASE DATA SHEET

Date: 04/01/15 PR No.: R1500315 Requestor: Vause-EMS Phone No.: 651-7150

Department/Division: Public Safety / EMS

Item Description: Kronos Telestaff Software Support

Requesting Department's Suggested Vendor: Kronos

Vendor's Address: 297 Billerica Rd, Chelmsford, MA 01824

Vendor's Telephone No.: 800-225-1561 Point of Contact: Kim Surprenant

Sole Source Justification: This requisition is for software support for the Kronos Telestaff system that is used to manage EMS payroll and scheduling. The Kronos Telestaff system is proprietary and maintenance on the equipment and software is provided by Kronos exclusively.

  
Requesting Department Director Signature

4/1/15  
Date

-----  
**REVIEW BY PURCHASING DEPARTMENT  
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED**

Vendor #1 Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Vendor #2 Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Vendor #3 Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Buyer Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Buyer Who Reviewed

Date

Purchasing Services Coordinator Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchasing Services Coordinator Signature

Date

-----  
**PURCHASING MANUAL - SOLE SOURCE DETERMINATION**

Comments: \_\_\_\_\_  
\_\_\_\_\_

Approve: ZF

Disapprove: \_\_\_\_\_

Amount of Purchase: \_\_\_\_\_

Date: \_\_\_\_\_

  
Purchasing Director Signature

4/1/15  
Date

Proprietary Software.



Kronos Incorporated  
297 Billerica Road  
Chelmsford, MA 01824

18-FEB-2015  
TRACEY VAUSE  
OKALOOSA COUNTY EMS  
Solution ID: 6104774

**Subject: Kronos Support Services Quote for OKALOOSA COUNTY EMS**  
**Contract #: 1189124 R03-OCT-14**

Dear TRACEY,

The support services and benefits provided under your existing maintenance services terms are due to expire. In order to continue to receive support services and benefits for your Kronos products, you will need to renew the maintenance support for another year. Please review the attached quote so that we can ensure that the upcoming invoice we send to your Accounts Payable organization accurately reflects your Kronos investment. (Please be aware that per the terms of your agreement Kronos will send an invoice 60 days prior to the start of your contract.) **If the attached quote matches your records, please sign the quote and return a copy to me within 10 business days.**

If your organization requires a Purchase Order for payment, please forward me a copy at this time so I can make sure it is referenced on the invoice.

When the invoice is paid, your organization is acknowledging that they are renewing the maintenance support services for another year under the existing terms and conditions with Kronos. If the invoice is not paid, your support services for the products will be cancelled and Kronos will require you to sign a new support services contract, with applicable charges, in order to reactivate your service.

I encourage you to visit the Kronos Customer Portal at <http://customer.kronos.com> for access to SuperSearch, eCase management, Customer Forums, Product Documentation, Training tips and so much more! Experience the array of services Kronos offers.

Please contact me at the email address or telephone number provided below if you have any questions regarding your renewal.

Thank you for your business.

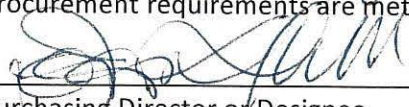
Regards,

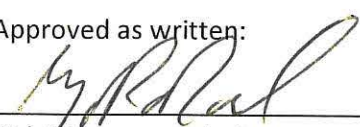
**Desiree Shadle**  
Contract Administrator

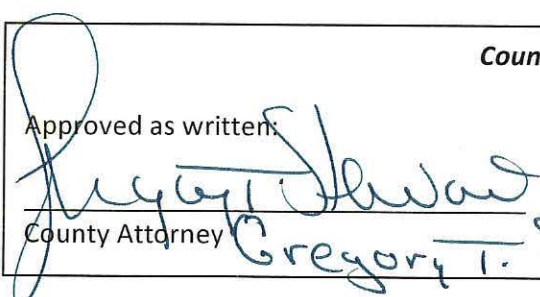
tel: 469-221-1805  
fax: 713-583-1927  
email: [Desiree.Shadle@Kronos.com](mailto:Desiree.Shadle@Kronos.com)

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C14-2121-PS Tracking Number: 980-14  
Grant Funded: YES \_\_\_ NO X  
Contractor/Lessee Name: Kronos  
Purpose: Telestaff - Contract Amendment  
Date/Term: \_\_\_\_\_  
Amount: 4,080.00  
Department: PS  
Dept. Monitor Name: Villani Huber  
1.  GREATER THAN \$50,000  
2.  GREATER THAN \$25,000  
3.  \$25,000 OR LESS  
Document has been reviewed and includes any attachments or exhibits.

**Board Approval required** *Purchasing Review*  
Procurement requirements are met:  
  
Purchasing Director or Designee Joanne Kublik Date: 6/5/14

**Risk Management Review**  
Approved as written:  
  
Risk Manager or designee Gary R Real Date: 6/5/14

**County Attorney Review**  
Approved as written:  
  
County Attorney Gregory T. Stewart Date: 7-9-14

Following Okaloosa County approval:

**Contracts & Grants**  
Document has been received: \_\_\_\_\_  
Contracts & Grants Manager Date: \_\_\_\_\_

*To Michelle 7/9/14*

**CONTRACT # C14-2121-PS  
KRONOS  
WORK-FORCE READY TIMEKEEPING  
EXPIRES: INDEFINITE**

## Services Scope Statement

---

Okaloosa County

TeleStaff Solution

Migrate to Workforce TeleStaff and Integration with Workforce Ready

<b>Salesperson</b>	Ryan Hammond	<b>Presales Consultant</b>	Tavish Colonelli
<b>Expiration Date</b>	05/19/2014	<b>SPC/VRT</b>	Scott Kopco
<b>Customer Name</b>	Okaloosa County	<b>File Name Control ID</b>	Okaloosa County TeleStaff SSS sk031914 r3
<b>PO Required</b>		<b>Project Type</b>	Migration and Integration

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CONFIDENTIAL – Not to be disclosed to third parties without specific written consent from Kronos.

# 1 INTEGRATION

## 1.1 INTERFACE DESIGN ASSESSMENT

Key Kronos Activities	Kronos Deliverables
Lead Requirements Workshop Discuss and document import/export file specifications Discuss and document testing procedures	Interface Design Document

## 1.2 INTEGRATION

Standard Person import from Workforce Ready	Included
Standard Accrual import from Workforce Ready	Included
Standard Roster/schedule export to Workforce Ready	Included

Standard integration applies. Should the data fields and format change, a change order will be required.

# 2 PROJECT COSTS AND RATE SCHEDULES

## 2.1 PROFESSIONAL SERVICES

### 2.2 PROFESSIONAL SERVICES

Item	Role	Hours	Unit Rate	Total
Advanced Configuration (9990059-PRO)	Solution Consultant	24	\$170.00	\$4,080.00
<b>Estimated Investment for this Project</b>				<b>\$4,080.00</b>



### 3 SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: Cetera Broderick Date: 7-08-2014  
Title: IT Services

This Services Scope Statement is subject to Okaloosa County's agreement with Kronos governing Professional, Education and Cloud Services. By signing below, Okaloosa County's authorized representative agrees to purchase the services described herein.

ACCEPTED AND AGREED

Okaloosa County

By: Charles H. White Date: 8/7/14  
Title: Chairman



Subject to the requirements of Florida's Public Records Law, Okaloosa County may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2014





## 4 APPENDIX

### 4.1 ENGAGEMENT GUIDELINES

Please review the Kronos engagement guidelines:

<http://www.kronos.com/professionalservicesengagementtoolicies.aspx>

## Professional and Educational Services Engagement Policies

The following are intended to provide the policies under which Kronos Professional and Educational Services will operate during the course of a customer engagement:

1. Kronos will provide the Customer with a Services Scope Statement (also known as the "Statement of Work" or SOW) that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by the Customer. This Services Scope Statement is an estimate; the Assess Phase of the engagement will be used to determine whether modifications to the project scope or project budget are required.
2. The Services Scope Statement is valid for one year from the date of signature.
3. Any changes to the project scope and/or project duration will be reflected through the generation of a Kronos Change Order, which is initiated by the Kronos Project Manager and approved and signed by the Customer.
  - a. These changes could be due to an increase or change in project scope or deliverables, insufficient customer resources or time commitment, changes to customer project schedule, or technical limitations.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Services Scope Statement. In instances where specialized resources are requested, but not contained within the original Services Scope Statement, the quoted rate will be established as Kronos' current rate for such requested services.
5. Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
6. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (VPN, DTS, GoToMyPC, PCAnywhere, etc.).
7. Customer agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services.
8. If not hosted by Kronos Cloud Services, all required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer.
9. Customer Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information.
10. Scheduled Work Policies:
  - a. Professional Services
    - i. Professional Services work will be conducted during normal business hours, 8:00AM - 5:00PM, Monday through Friday.
    - ii. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed after hours, on holidays, or on weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Customers will be charged as follows:
      1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
        - a. After Hours
          - i. All scheduled work will be billed at 1.5 times the contract rate by role
          - ii. After Hours is considered 5:00PM-8:00AM, Monday through Friday
        - b. Weekends
          - i. All scheduled work will be billed at 2.0 times the contract rate by role
          - ii. Weekends are considered 5:00PM Friday through 8:00AM Monday
        - c. Holiday

- i. All scheduled work will be billed at 2.0 times the contract rate by role
- ii. Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

b. Education Services

- i. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers will be charged as follows:
  1. After Hours
    - a. There will be a 1.5 times premium per student for public courses or per class for private day rates
    - b. After Hours is considered 5:00PM-8:00AM, Monday through Friday
  2. Weekends
    - a. There will be a 2.0 times premium per student for public courses or per class for private day rates
    - b. Weekends are considered 5:00PM Friday through 8:00AM Monday
  3. Holidays
    - a. There will be a 2.0 times premium per student for public courses or per class for private day rates
    - b. Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

11. Travel Policies

- a. Customer is responsible for airfare, lodging and related travel expenses for onsite consultants.
- b. Customer is responsible for travel costs for employees attending training at a Kronos location.
- c. Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.
- d. If a Kronos employee is required on-site per the customer request, a minimum of 8 hours will be billed per day.

12. Cancellation Policies: Kronos requires notification for the cancellation or rescheduling of Kronos personnel as well as the cancellation of Instructor led classes. Customer will be charged for failure to meet the following notification requirements:





- a. Professional Services:
  - i. 2 business days prior to scheduled work – 50% of planned charges are invoiced for schedule work
  - ii. 1 business day prior to scheduled work – 100% of planned charges are invoiced for scheduled work
  - iii. Business days are: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Holidays
- b. Education Services:
  - i. For any PUBLIC course held in the traditional classroom or in the virtual classroom, attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
  - ii. For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom: attendees must cancel at least ten business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.

- c. Cancellation Policy Example:
  - i. Work is schedule for Wednesday, 1p-5p (4 hours)
  - ii. If customer cancels on:
    - 1. Friday – no penalty
    - 2. Monday – 50% of planned charges are invoiced (2 hours)
    - 3. Tuesday – 100% of planned charged are invoiced (4 hours)
  
- d. Cancellation Policy Example with a Holiday:
  - i. Work is schedule for Wednesday, 1p-5p (4 hours)
  - ii. If customer cancels on:
    - 1. Thursday – no penalty
    - 2. Friday – 50% of planned charges are invoiced (2 hours)
    - 3. Monday – holiday, doesn't count as "business day"
    - 4. Tuesday – 100% of planned charged are invoiced (4 hours)

13. Additional Education Services Policies

- a. All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Customer has purchased onsite location training.

For questions, please contact [PHO@kronos.com](mailto:PHO@kronos.com)

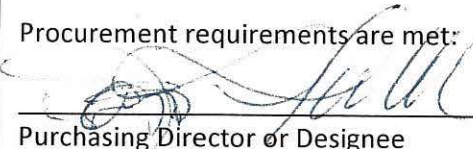
 [SHARE](#)  [EMAIL](#)  [PRINT](#)  [PDF](#)

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>214-2121-PS</u>	Tracking Number: <u>915-14</u>
Contractor/Lessee Name: <u>Kronos</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Contract Amendment</u>	
Date/Term: <u>Date of Delivery - 1yr</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>4,080.00</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PS</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Villani / Kause</u>	
Document has been reviewed and includes any attachments or exhibits.	

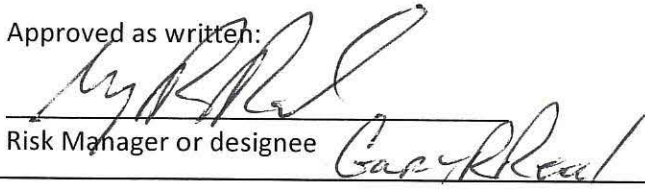
**Purchasing Review**

Procurement requirements are met:

  
Purchasing Director or Designee Joanne Kublik Date: 3-24-14

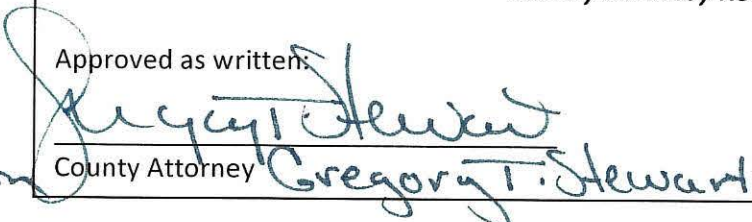
**Risk Management Review**

Approved as written:

  
Risk Manager or designee Gary Rhea Date: 3/24/14

**County Attorney Review**

Approved as written:

  
County Attorney Gregory T. Stewart Date: 3-27-14

Following Okaloosa County approval:

**Contracts & Grants**

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager Date: \_\_\_\_\_

To Tracey V. 3/28/14

**CONTRACT # C14-2121-PS AMEND 1**  
**KRONOS**  
**WORK-FORCE READY TIMEKEEPING**  
**EXPIRES: INDEFINITE**

Kronos Incorporated  
297 Billerica Road  
Chelmsford, MA 01824  
Phone: (978)250-9800

Page: 1 / 5

KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT

Rev KR-022811.1

Customer and Kronos agree that the terms and conditions set forth in this Agreement shall apply to all Kronos Equipment, Software, Professional and Educational Services, Support, and such other Kronos offerings, as specified on an order form (an "Order Form") signed by the parties which expressly references this Agreement (or is signed contemporaneously hereto).

Kronos and Customer hereby agree that the terms and conditions of this Agreement apply to any Order Form executed by Kronos and Customer which expressly references this Agreement (including any Order Form signed contemporaneously with this Agreement regardless of the appearance of any express reference to this Agreement). Either party may discontinue use of this Agreement for future orders upon thirty (30) days prior written notice to the other party, provided however that any Order Form signed by the parties prior to the effective date of such notice shall remain in effect unless otherwise specifically terminated in accordance with the terms of this Agreement. Kronos may require additional terms and conditions for the sale or license of products or services not contemplated by this Agreement (including without limitation those that may be related to international services) provided that no such additional terms and conditions shall be binding upon Customer without Customer's prior written consent. Notwithstanding, Kronos will not be obligated to accept or approve an order for any products or services for which such additional terms and conditions are required. All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

#### 1. PAYMENT AND DELIVERY

Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered. Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. Customer agrees to pay a late charge of one percent (1%) per month, (but not in excess of the rate allowed by law), on any overdue amounts not the subject of a good faith dispute. If full payment is not made within 90 days of final payment due date, Customer is responsible for all expenses, including legal fees, incurred by Kronos for collection.

#### 2. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Agreement.

#### 3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

#### 4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Agreement. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software. Customer shall indemnify and hold harmless Kronos for all damages or liability caused by Customer's failure to comply with the foregoing restriction.

#### 5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

#### 6. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

#### 7. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer and shall indemnify Kronos for any noncompliance which results in damages or liability for Kronos. Customer's obligations hereunder shall survive the termination or expiration of this Agreement. Customer must obtain Kronos' prior written consent before exporting the Software.

#### 8. FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled,



Customer shall be responsible to pay Kronos for such updated firmware in accordance with Kronos' then-current support policies.

#### 9. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.kronos.com> and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services. Kronos will invoice Customer for the Training Points identified in the Order Form upon execution of such Order Form with payment due upon the payment terms indicated in such Order Form.

#### 10. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications").

The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

#### 11. LIMITED WARRANTY

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

#### 12. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its employees.

#### 13. PROFESSIONAL AND EDUCATIONAL SERVICES

##### (a) TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, provided that such travel complies with the then current Kronos Travel and Expense Policies. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos to deliver purchased professional services and/or educational services in accordance with the Kronos Travel and Expense Policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

##### (b) ENGAGEMENTS

Unless otherwise indicated on the Order Form, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at the rates set forth in the Order Form. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties.

##### (c) WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 30 days of receipt of invoice for the applicable services, the Customer's sole remedy and Kronos'

exclusive liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

(d) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

14. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access. Customer may purchase support services for Equipment in accordance with the terms and conditions of Kronos' standard Equipment Support Services Agreement a copy of which is available upon request and is located at: <http://www.kronos.com/Legal/EquipmentSupportAgr.aspx>.

(b) EXTENDED SUPPORT PROGRAM (DELL SERVERS)

Customers purchasing the Extended Support Program (as indicated on the Order Form) for their Dell servers purchased from Kronos shall receive a specialized, bundled set of Kronos Support Services. Because of the specialized nature of these services, the terms and conditions located at <http://www.kronos.com/Legal/SupplementalTerms.aspx> shall supersede the provisions of this Agreement for the Extended Support Program.

(c) TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service shall automatically renew for additional one year terms on the anniversary date of its commencement date, unless either party notifies the other in writing sixty (60) days prior to that anniversary renewal date. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

(d) GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate.
- (ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.
- (iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.
- (iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.
- (v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(e) PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be paid by Customer.

(f) PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice.

(g) ADDITION OF SOFTWARE

Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these terms.

(h) RESPONSIBILITIES OF CUSTOMER

Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access

technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

(i) **DEFAULT**

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

(j) **WARRANTY**

Kronos warrants that all support services shall be performed in a professional and competent manner.

(k) **KRONOS SUPPORT SERVICE POLICIES**

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

**15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:**

The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

(a) **Scope:** The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

(b) **Term of Subscription:** The KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

(c) **Payment:** Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

(d) **Limitations:** Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in \*pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

(e) **Train-the-Trainer Program (TTT):** Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

**16. CONFIDENTIAL INFORMATION**

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, the terms, conditions and pricing contained in this Agreement and the Order Form, the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law; provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure.

**17. MARKETING ACTIVITIES**

Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists. Upon Kronos' request, Customer will participate in mutually beneficial marketing and public relations activities with Kronos. All content shall be subject to the prior review and approval of Customer, such approval not to be

unreasonably withheld.

18. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

19. GENERAL

- (a) This Agreement shall be governed by Massachusetts law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.
- (b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (c) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
- (d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
- (e) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.
- (f) No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.
- (g) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
- (h) The parties agree that if this Agreement is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.
- (i) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.
- (j) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

DATED:

CUSTOMER: *Okaloosa County*  
BY: *Charles K. Windes, Jr.*  
NAME: *Charles K. Windes, Jr.*  
TITLE: *Chairman*      *5/22/14*



ACCEPTED BY: KRONOS INC.  
BY: MARY LAVOIE  
INITIALS: *Mary Lavoie*  
TITLE: OM SPECIALIST  
DATE: *4/29/14*





# ORDER FORM

Quote#: 421007 - 1  
Expires: 27-JUN-2014  
Prepared By: Hammond, Ryan T

Order Type: Upgrade US  
Date: 29-APR-2014  
Page: 1/2

**Bill To:** Attn:TRACEY VAUSE  
OKALOOSA COUNTY EMS  
6 11THE AVENUE SUITE G1  
SHALIMAR  
FL 32579  
United States  
**Solution ID:** 6104774

**Ship To:** Attn:TRACEY VAUSE  
OKALOOSA COUNTY EMS  
6 11THE AVENUE SUITE G1  
SHALIMAR  
FL 32579  
United States  
**Contact:** Tracy Vause  
**Email:** tvause@co.okaloosa.fl.us

**Payment Terms:** N30  
**Currency:** USD  
**Customer PO Number:**

**FOB:** Shipping Point  
**Ship Method:**  
**Freight Term:** Prepay & Add

**Order Notes:**

Customer will continue support on the TELESTAFF WEB ACCESS V2 - TSG HOSTED product. Customer may renew or terminate the TELESTAFF WEB ACCESS V2 - TSG HOSTED product support services in accordance with the terms of the Agreement.

The maintenance fees set forth on this Order Form are incremental to Customer's annual fees and coincide with the additional licensed capacity and/or additional modules being licensed by Customer under this Order Form. Unless expressly indicated as an Extended Warranty, there are no periods of maintenance being provided at no-charge.

Kronos agrees to provide Customer 12 months of no cost software support maintenance at the level of support indicated on this Order Form for WORKFORCE TELESTAFF GATEWAY MANAGER V4. The value of the 12 months of free software support maintenance is \$1,250.00. 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 TELESTAFF ENTERPRISE V4	150	
WORKFORCE TELESTAFF GLOBAL ACCESS V4	150	
WORKFORCE TELESTAFF GATEWAY MANAGER V4	1	
WORKFORCE TELESTAFF CONTACT MANAGER V4	150	
<b>Total Price</b>		<b>\$3,750.00</b>

\*Includes applicable software media

## SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	\$937.50
<b>Total Price</b>		<b>\$937.50</b>

\*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
PROFESSIONAL SERVICES - ADVANCED CONFIGURATION TELESTAFF	24 Hours	\$170.00	\$4,080.00
Solution Consultant	24 Hours	\$170.00	
<b>Total Price</b>			<b>\$4,080.00</b>

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

**QUOTE SUMMARY**

Description	Total Price
Subtotal	\$8,767.50
Deposit	(\$0.00)
Tax	\$0.00
<b>Grand Total</b>	<b>\$8,767.50</b>

<b>OKALOOSA COUNTY EMS</b>		<b>Kronos Incorporated</b>	
Signature: <u><i>Charles K. Windes, Jr.</i></u>		Signature: <u><i>Mary Laurie</i></u>	
Name: <u>Charles K. Windes, Jr.</u>		Name: <u>Mary Laurie</u>	
Title: <u>Chairman</u>		Title: <u>on Team Lead</u>	
Effective Date: <u>5/22/14</u>		Effective Date: <u>4/29/14</u>	
<p><i>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 <a href="http://www.redhat.com/licenses/jboss_eula.html">http://www.redhat.com/licenses/jboss_eula.html</a>. Shipping and handling charges will be reflected on the final invoice.</i></p>			



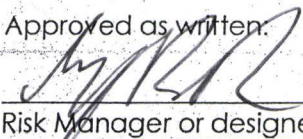
# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C14-2121-PS Tracking Number: 766-14  
Contractor/Lessee Name: Kronos Grant Funded: YES \_\_\_ NO   
Purpose: Payroll System for Public Safety  
Date/Term: Month to Month - Indefinite 1.  GREATER THAN \$50,000  
Amount: \$57,561.00 2.  GREATER THAN \$25,000  
Department: PS 3.  \$25,000 OR LESS  
Dept. Monitor Name: Villani/Vause  
Document has been reviewed and includes any attachments or exhibits.

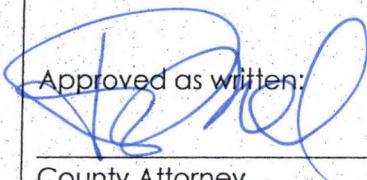
**Purchasing Review**

Procurement requirements are met:  
  
Purchasing Director or designee Date: 10/21/13

**Risk Management Review**

Approved as written:   
Risk Manager or designee HP 12.3 can't sign No on 12.3  
Date: 10/21/13

**County Attorney Review**

Approved as written:   
County Attorney Delete # 16.1 or change to Florida Law  
Delete P 12.3  
Advise AGAINST #13 Date: 10/22/13

Following Okaloosa County approval:

**Contracts & Grants**

Document has been received:  
\_\_\_\_\_  
Contracts & Grants Manager Date: \_\_\_\_\_

**KRONOS INCORPORATED**

**DUNS: 094273653 CAGE Code: 1M7P3**

**Status: Active**

**297 BILLERICA ROAD**

**CHELMSFORD, MA, 01824-4119 ,**

**UNITED STATES**

**Entity Overview**

**Entity Information**

**Name:** KRONOS INCORPORATED  
**Business Type:** Business or Organization  
**POC Name:** Debbie Henderson  
**Registration Status:** Active  
**Expiration Date:** 10/07/2014

**Exclusions**

**Active Exclusion Records?** No

**SAM | System for Award Management 1.0**

IBM v1.1278.20131018-1401

WWW4

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Minutes  
Okaloosa County Board of Commissioners  
Tuesday, November 19, 2013– 8:30 AM  
Water & Sewer Administration Building

I. **Employee Awards**

1. Presentation of H.E.R.O. Award

II. **Public Information Update**

1. Public Information Officer PowerPoint

III. **County Administrator's Update**

IV. **Commissioner's Minute**

V. **Public Comments Related to Current Agenda**

VI. **Consent Agenda**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Dave Parisot, Commissioner District 2
<b>SECONDER:</b>	Wayne Harris, Commissioner District 1
<b>AYES:</b>	Amunds, Boyles, Harris, Parisot, Windes

1. Request approval and authorize the Chairman to execute the Certificate of Public Convenience and Necessity for Okaloosa County Department of Public Safety to provide non-emergency medical transportation service in Okaloosa County.
2. Request approval of and authorize the Chairman to execute a Resolution to amend Resolution 07-108 related to vacation of right-of-way in Raintree Estates, Niceville.
3. Request approval of and authorize the Chairman to execute a Resolution submitted by Surety Land Title of Florida, LLC for Okaloosa Island Leasehold Conversions
4. Request approval of a Special Public Event Permit to utilize public beach and parking areas on Okaloosa Island adjacent to the Boardwalk for a two day cheerleading event to be held March 29&30, 2014 from 7:00 a.m. - 8:00 pm each day.
5. Request approval of and authorize the Chairman to execute Addendum 2 to the Hazardous Waste Services contract for the addition of certain hazardous materials which have been submitted by residents for disposal



6. Request approval to purchase and authorize the Chairman to execute the Kronos, Inc software terms & agreement for the Workforce Ready Timekeeping System for 11 EMS stations
7. Request approval to purchase two (2) correctional vans for inmate transport off of State Contract # 071-000-13-1 from Hub City Ford of Crestview.
8. Request approval to appoint Elliot Kampert to the Tri-County Community Council for 2014 Term
9. Request approval of and authorize the Chairman to execute a Proclamation declaring November 2013, "Pancreatic Cancer Month" in Okaloosa County.
10. Request approval of Final Payment to GAT Airline Ground Support for skycap services in the amount of \$5,751.66
11. Request approval of final payment to Securus Technologies for Inmate Telephone Services for DOC Contract # C10-1805-COR in the amount of \$4,040.00.
12. Request acceptance for recording two drainage easements for property between Lots 1 & 2, Block 1 to facilitate and maintain a drainage system for Bella Vista Estates in Fort Walton Beach
13. Request approval of and authorize the Chairman to execute the FY2014 Florida Fish and Wildlife Conservation Commission's Supplemental Grant Application for artificial reef related activities
14. Request approval of citizen appointment for at-large vacancy on the Parks Advisory Committee
15. Request approval to award the bid for a packaged generator system to ESSE, LLC they being the lowest bidder meeting specifications. Bid Amount - \$65,215.00
16. Request approval of the reappointment of members currently serving on the Parks Advisory Committee for an additional term
17. Request approval and adoption of the Aviation Advisory Committee Policy
18. Request approval to schedule a Public Hearing for consideration of an Ordinance repealing and replacing the Airport's Ground Transportation Policy
19. Request approval to extend a Lease Agreement for property located at 1310-F Oddfellow Road, Fort Walton Beach
20. Request approval of Budget Resolutions for 2013 and 2014 and Budget Transfers for 2014
21. Request approval of the official minutes for the October 1 & 15, 2013 Regular Meetings and the October 4, 2013 Special Called Meeting.





Workforce Ready Order Form

v12.1

Date: 11/7/2013
Version #: 1
Expires: 10/25/2013

Customer PO #: 0
Salesperson: Ryan Hammond

Bill To: Attn: Don Amunds
Okaloosa County Board of County Commissioners
302 N Wilson St; Suite 203
Crestview, FL 32536

Ship To: Attn: Tracey Veuse
Okaloosa County EMS
90 College Blvd East
Niceville, FL 32578

Currency: USD

Email Contact: tvause@co.okaloosa.fl.us
Phone #: 850-651-7150

THIS WORKFORCE READY ORDER FORM ("Order Form") is by and between Kronos Incorporated ("Kronos") and the customer who has signed in the space provided below or electronically clicked a box indicating its acceptance ("Customer"). This Order Form incorporates the Kronos terms and conditions for the ordered Services which shall be attached to Customer's Initial Order Form ("SaaS Terms and Conditions"), and together they form the Agreement between the parties.

The parties agree that Section 16.1 is amended by replacing the word "Massachusetts" with the word Florida. Any indemnification provision in the Agreement requiring customer to indemnify Kronos or any other party shall not apply and, with respect to Customer, such indemnification obligation shall not apply.

SaaS Services

Table with 4 columns: Item, Quantity, Unit Price, Total Price. Rows include Workforce Ready Time Keeping, Workforce Ready Accruals, and Minimum Monthly Total.

Equipment - Purchase

Table with 4 columns: Item, Qty, Unit Price, Total Price. Rows include KRONOS INTOUCH 9000, STANDARD, HID PROX and TOUCH ID OPTION, INTOUCH.

Equipment - Purchase Support

Table with 4 columns: Item, Duration, Total Price. Row includes DEPOT EXCHANGE SUPPORT SERVICE for 1 YR.

Accessories

Table with 4 columns: Item, Qty, Unit Price, Total Price. Row includes NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD.

Setup Fees

Table with 4 columns: Item, Total Price. Row includes Workforce Ready Setup Fee.

Quote Summary

Table with 4 columns: Item, Total Price. Rows include Minimum Monthly Fee and One Time Setup Fees.

NOTICES: All legal notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified herein: (a) by either registered or certified United States mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service and addressed to the persons set forth herein, the next business day.

Okaloosa County Board of County Commissioners

By: [Signature]
Name: Don R. Amunds
Title: Chairman
Date: 11-19-13



ACCEPTED BY: KRONOS INC.
BY: MARY LAVOIE
INITIALS: [Signature]
TITLE: OM SPECIALIST
DATE: 11/27/13

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.Kronos.com

CONTRACT # C14-2121-PS
KRONOS
WORK-FORCE READY TIMEKEEPING
EXPIRES: INDEFINITE





Workforce Ready Order Form

v12.1

Date: 11/7/2013
Version #: 1
Expires: 10/25/2013

Customer PO #: 0
Salesperson: Ryan Hammond

Bill To: Attn: Don Amunds
Okaloosa County Board of County Commissioners
302 N Wilson St; Suite 203
Crestview, FL 32536

Ship To: Attn: Tracey Vause
Okaloosa County EMS
90 College Blvd East
Niceville, FL 32578

Currency: USD
Email Contact: tvause@co.okaloosa.fl.us
Phone #: 850-651-7150

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The parties agree that Section 16.1 is amended by replacing the word "Massachusetts" with the word Florida. Any indemnification provision in the Agreement requiring customer to indemnify Kronos or any other party shall not apply and, with respect to Customer, such indemnification obligation shall not apply.

SaaS Services

Table with 4 columns: Item, License/Qty, Unit Price, Price. Rows include Workforce Ready Time Keeping, Workforce Ready Accruals, and Minimum Monthly Total.

Equipment - Purchase

Table with 4 columns: Item, Qty, Unit Price, Total Price. Rows include KRONOS INTOUCH 9000, STANDARD, HID PROX and TOUCH ID OPTION, INTOUCH.

Equipment - Purchase Support

Table with 4 columns: Item, Duration, Total Price. Row includes DEPOT EXCHANGE SUPPORT SERVICE with a 1 YR duration.

Accessories

Table with 4 columns: Item, Qty, Unit Price, Total Price. Row includes NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD.

Setup Fees

Table with 4 columns: Item, Total Price. Row includes Workforce Ready Setup Fee.

Quote Summary

Table with 4 columns: Item, Total Price. Rows include Minimum Monthly Fee and One Time Setup Fees.

NOTICES: All legal notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified herein: (a) by either registered or certified United States mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service and addressed to the persons set forth herein, the next business day.

Okaloosa County Board of County Commissioners

By: [Signature]
Name: Don R. Amunds
Title: Chairman
Date: 11-19-13



KRONOS WORKFORCE READY
NAME \_\_\_\_\_
TITLE \_\_\_\_\_
DATE \_\_\_\_\_

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## **KRONOS WORKFORCE READY™ - SOFTWARE AS A SERVICE TERMS AND CONDITIONS**

Customer and Kronos agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available object code version of the software application programs and related services and materials (including applicable documentation) and equipment (if any) specified on a Kronos order form (collectively, the "Services"). The Services described on a Kronos order form signed by Customer and returned to Kronos (the "Order Form") shall be delivered by means of Customer's permitted access to the password protected customer area of a Kronos website.

BY ELECTRONICALLY CLICKING A BOX INDICATING ACCEPTANCE OF AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS, OR BY MANUALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THEM, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND KRONOS (THE "AGREEMENT") FOR SERVICES, EFFECTIVE AS OF THE DATE THE ORDER FORM IS RECEIVED BY KRONOS (THE "AGREEMENT EFFECTIVE DATE").

### **1. TERM**

**1.1** The Services shall be deemed to start on the earlier of: a) ninety (90) days from Kronos' receipt of the relevant Order Form; or, b) the date Customer is authorized to "go live" with the Services for production purposes, (the "Start Date"), and shall continue indefinitely on a month-to-month basis until terminated in accordance with the provisions hereof (the "Term"). Customer acknowledges that execution of separate third party agreements may be required in order for Customer to "go live" with certain add-on features or functionality, including tax filing services ("Add-on Features"), as identified by Kronos on the Order Form.

**1.2** Customer may terminate the Services or the Agreement for convenience upon thirty (30) days prior written notice, and Kronos may terminate the Services or the Agreement for convenience upon ninety (90) days prior written notice, at any time during the Term.

**1.3** Either party may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend or terminate the Services or the Agreement immediately upon notice in the event of any Customer breach of Sections 3 (License to Use), 4 (Acceptable Use), or 14 (Confidential Information), below.

**1.4** In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other.

**1.5** If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days all fees accrued for the Services prior to the date of termination, provided that if Customer terminates Kronos for material breach of the Agreement, Kronos shall be responsible to refund to Customer unused pre-paid service fees, if any; (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect;

(c) Within fifteen (15) days of termination Customer will retrieve Customer's historical data in accordance with previously established system access procedures and applicable state and federal laws. After such time period, Kronos shall have no further obligation to store and/or make available Customer's historical data and may delete same. If Customer requires additional data conversion services from Kronos, these services may be contracted from Kronos at Kronos' then published rates.

(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, upon prior written approval of Kronos, provide Kronos with an officer's certification of the destruction thereof; and

(e) all provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

## **2. FEES AND PAYMENT**

2.1 In consideration of the delivery of the Services, Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. All fees payable for the Services shall be sent to the address specified on the Kronos invoice. Unless otherwise indicated on an Order Form, payment terms for all items except the Setup Fees shall be net upon receipt of invoice. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable federal, state, local country, provincial or local taxes relating to the Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

2.2 The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Monthly Service fees shall be based on monthly periods that begin on the Start Date. Monthly Service Fees shall include fees for Equipment rental, if any, as described in Section 8 below. Monthly Service Fees for Services added on or before the 15<sup>th</sup> day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15<sup>th</sup> day of a given month will begin to accrue as of the 1<sup>st</sup> day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; or, (c) per transaction basis (e.g.: pay statement). For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; (vi) human resource reporting has been performed for or on such employee; or, (vii) such employee has been marked as an "Active" status during the period.

2.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 1.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") as identified on the Order Form. The Minimum Monthly Fees shall be calculated by Kronos based on Customer's anticipated monthly Usage of the Services plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

2.4 If any amount owing under this or any other agreement for Services is 30 or more days overdue, Kronos may, without limiting its other rights and remedies, accelerate unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. Kronos will provide at least 7 days' prior notice that Customer's account is overdue before suspending Services.

2.5 Kronos may change the Monthly Service Fee rates no more than once per calendar year by notifying Customer at least sixty (60) days prior to the effective date of such rate increase.

## **3. LICENSE TO USE**

3.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer during the Term a limited, revocable, non-exclusive, non-transferable, non-assignable license to use for internal business purposes only: a) the Kronos application(s) and related services, including applicable Services description documentation and training materials (the "Documentation"); and, b) any embedded third party software, libraries, or other components, which collectively comprise the Services. The Services contain proprietary trade secret technology of Kronos. Unauthorized use and/or copying of such Services are prohibited by law, including United States and foreign copyright law. Customer may use the software

included in the Services in object code form only, and shall not reverse compile, disassemble or otherwise convert such software into uncompiled or unassembled code. Customer acknowledges and agrees that the license to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or third party suppliers ("Suppliers"), is granted hereunder.

3.2 Customer may authorize its third party contractors and consultants to access the Services on an as needed basis, provided Customer: a) abides by its obligations to protect confidential information as set forth in Section 14 below; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

3.3 Customer agrees and acknowledges that Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express licenses granted herein, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights therein. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

3.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form.

3.5 Kronos reserves the right to change or discontinue the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

#### **4. ACCEPTABLE USE**

4.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the Agreement.

4.2 Customer represents and warrants to Kronos that it has the right to publish and disclose Customer's data and other content ("Customer Content") in the Services. Customer represents and warrants to Kronos that the Customer Content will not: (a) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or, (c) be hateful or threatening.

4.3 Customer will not (a) use, or allow the use of, the Services or Customer Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (d) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

#### **5. CONNECTIVITY AND ACCESS**

5.1 Customer acknowledges that it shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); (b) provide Kronos and its representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage; (iii)

make all necessary arrangements as may be required to provide such physical access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement.

5.2 Customer shall be fully responsible for all access requirements imposed by law, rule, regulation or contract in order for Kronos to deliver the Services pursuant to the terms of the Agreement. Customer shall provide 30 calendar days advance written notice to Kronos of any change, modification, or reconfiguration of components or elements of the Customer's computer and network environment which may, in any manner, affect Customer's access to the Services.

## 6. SUPPORT

- a) Implementation. Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>
- b) Depot Exchange Services for Equipment. As needed, Kronos will send a replacement for Equipment rented (in accordance with Section 8 below) on an advance exchange basis by next-business-day delivery, when available. When Customer receives replacement Equipment, Customer shall return the defective unit to Kronos for repair. Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.
- c) Standard Support. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

## 7. CUSTOMER CONTENT

Customer shall own all Customer Content and posts or other inputs into the Services by Customer or others acting on behalf of or through Customer, including but not limited to information, data (such as payroll data, vacation time, and hours worked), logos, text, multimedia images (e.g. graphics, audio and video files), compilations or any other content shared or processed through the Services. Kronos acknowledges that all such Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer content from time to time to ensure compliance with the Agreement and applicable law.

## 8. EQUIPMENT RENTAL

If Customer rents time clocks or other equipment from Kronos, a description of the rented Equipment (model and quantity) shall be listed on the Order Form (the "Equipment"), and the following additional terms apply:

- a) Rental Term. The term of the Equipment rental shall run coterminously with the Term of the other Services provided under the Agreement.
- b) Delivery. Delivery terms for the Equipment are FOB shipping point, prepay and add. Customer shall bear all risk of loss or damage while the Equipment is in transit to Customer. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from its obligations under the Agreement.
- c) Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any

Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

- d) Ownership. All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding their attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- e) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 6 above. The cost of such support service shall be included in the Monthly Services Fees.
- f) Return Of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer agrees that Customer shall disconnect, crate and return the Equipment to Kronos within thirty (30) days at Customer's expense. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, Kronos shall invoice Customer for the then list price of the Equipment.

#### **9. SERVICE LEVEL AGREEMENT**

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of god, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

#### **10. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY**

10.1 Kronos represents and warrants that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with the Documentation during the Term.

10.2 Kronos' sole obligation and Customer's exclusive remedy for any breach of the above warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct deficiencies in the Services, after using its commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining term of the Agreement for cause in accordance with Section 1 above as Customer's exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce and/or verify the same.

10.3 EXCEPT AS WARRANTED IN THIS SECTION 10, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS AND IMPLIED, ORAL OR IN WRITING, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM. KRONOS PROVIDES NO WARRANTY FOR SUPPLIER HARDWARE OR SOFTWARE EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED ON AN ORDER FORM.

#### **11.0 DATA SECURITY**

11.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described in the Documentation. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any

particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

**11.2** As between Customer and Kronos, all personally identifiable data contained in any applications or systems supplied by Kronos, or to which Kronos has access to under the Agreement ("Personally Identifiable Data") is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of its knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing and/or disclosure of Personally Identifiable Data by Kronos and its Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out its duties and responsibilities under the Agreement or as required by law.

**11.3** Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or its Supplier's data center, is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

**11.4** Upon the cessation of the Services, Customer shall be afforded the opportunity to retrieve all Personally Identifiable Data in accordance with Section 1.5 above.

## **12. INDEMNIFICATION**

**12.1** If notified in writing of any action (and all prior related claims) brought against Customer based on a claim that the Services infringe or misappropriate any United States or Canadian copyright or patent, Kronos will indemnify and hold Customer harmless and defend such action at its sole cost and expense and pay all costs including reasonable attorney fees and damages resulting from such claim. Kronos will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Customer will cooperate fully at Kronos' expense with Kronos in the defense, settlement or compromise of any such action. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of a United States or Canadian copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that they become non-infringing but remains substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the set-up fees and Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

**12.2** Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, (provided that Kronos and/or its Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor).

**12.3** If notified in writing of any action (and all prior related claims) brought against Kronos or its Suppliers, Customer will indemnify and hold Kronos and its Suppliers harmless and defend such action at its sole cost and expense and pay all costs, including reasonable attorney's fees and damages, if the action is arising from or relating to: (a) Customer's use of the Services or that of its employees, agents or subcontractors or others who have access to the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification and/or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene,



defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action.

### **13. LIMITATION OF LIABILITY**

**13.1** - EXCEPT AS SPECIFICALLY PROVIDED WITHIN THIS AGREEMENT, KRONOS AND ITS PARTY SUPPLIERS WILL NOT BE LIABLE FOR ANY INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

**13.2** - EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR ITS SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

**13.3** IN NO EVENT SHALL KRONOS OR ITS SUPPLIERS, THEIR AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

**13.4** EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

### **14. CONFIDENTIAL INFORMATION**

**14.1** Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for two (2) years after the return of such Confidential Information to the disclosing party or two (2) years after the expiration or termination of the Agreement, whichever is later, as applicable.

**14.2** Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed an equally protective non-disclosure agreement with the disclosing party, or (b) by operation of law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit the non-disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

**14.3** This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish by legally sufficient evidence: (a) is or becomes public knowledge through no breach of the Agreement by the receiving party, (b) is received by recipient from a

third party not under a duty of confidence, or (c) is already known or is independently developed by the receiving party without use of the Confidential Information.

#### 15. EXPORT

Customer understands that any export of the Equipment or Software or related documentation or information may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Software or Equipment.

#### 16. GENERAL

16.1 If Customer is located in the United States, this Agreement shall be governed by Massachusetts law; if Customer is located in Canada, this Agreement shall be governed by Ontario law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement.

16.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

16.3 Customer shall not assign the Agreement or the license to the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

16.4 Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

16.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

16.6 No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

16.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

16.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

16.9 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

16.10 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of the Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products and/or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including software or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

From: (978) 947-6725  
Mary Lavoie  
Kronos Incorporated  
297 Billerica Rd

Origin ID: FOXA



Ship Date: 09DEC13  
Act/Ngt: 2.0 LB  
CAD: 5154170/MNET3430

CHELMSFORD, MA 01824

Delivery Address Bar Code



SHIP TO: (850) 651-7150

BILL SENDER

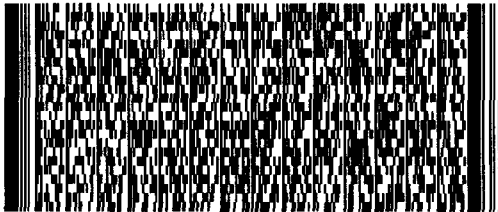
Tracey Vause  
Okaloosa County EMS  
90 College Blvd East

Ref # 30151  
Invoice #  
PO #  
Dept #

NICEVILLE, FL 32578

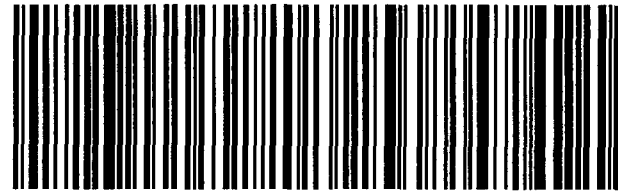
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