

## MASTER CONTRACTOR/SERVICES AGREEMENT

**THIS AGREEMENT** is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, FL 33444 and Kronos Incorporated, a Massachusetts corporation authorized to do business in Florida (hereinafter referred to as "Contractor"), whose address is 297 Billerica Road, Chelmsford, MA, this 23rd day of April, 2017.

**WHEREAS**, the Hartford County Public Schools, entered into a three year agreement with Kronos Incorporated for Workforce Management System for time and attendance pursuant to a solicitation that was conducted and administered by Harford County Public Schools on behalf of the U.S. Communities Government Purchasing Alliance Cooperative Administration (RFP 14-JLR-003). The agreement is effective March 18, 2014 through March 17, 2017, with options to renew.

**WHEREAS**, on March 18, 2017 the Harford County Public Schools exercised a one year option to renew the agreement through March 17, 2018.

**WHEREAS**, the City is registered as a Participating Public Agency of the US Communities Government Purchasing Alliance and desires to use the U.S. Communities Governmental Purchasing Alliance Cooperative Administration Contract Number 14-JLR-003 to purchase products and services from Contractor on the same terms, conditions, and pricing, subject to the City's Purchasing ordinance and Florida law.

**WHEREAS**, On April 18, 2017, the City Commission approved a Best Interest Resolution No. 31-17 for Workforce Management System utilizing the U.S. Communities Cooperative Administration Contract Number 14-JLR-003 with Kronos Incorporated.

**WHEREAS**, the Contractor agrees to extend the terms, conditions, and pricing of Contract 14-JLR-003 to the City, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

- 1 The above recitals are true and correct and are incorporated herein by reference.
- 2 The Contractor shall provide to the City a Workforce Management System for time and attendance as well as on-going software support and maintenance services in accordance with and pursuant to the same terms, conditions, and pricing of U.S. Communities Governmental Purchasing Alliance Cooperative Contract Number 14-JLR-003.
- 3 Contractor shall at all times hereafter indemnify, hold harmless, and defend, the City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney

fees, court costs, and expenses, caused or alleged to be caused by bodily injury, damage to tangible personal property, or death to the extent caused by the negligence or willful misconduct of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, provided that Contractor is given prompt written notice of such claim and has sole control over the investigation, preparation, defense and settlement of such claim, and further provided that the City reasonably cooperates with Contractor in connection with the foregoing and provides Contractor with all information in the City's possession related to such claim and further assistance as reasonably requested by Contractor. . The obligations of this section shall survive the expiration or earlier termination of this Agreement.

4 This Agreement shall be construed in accordance with applicable City of Delray Beach Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

**5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

- a. Contractor shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by the City to perform the service.
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request

from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

6 Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its sub-contractors and lower tier sub-contractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its sub-contractors and lower tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

7 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. U.S. Communities Governmental Purchasing Alliance Administration Contract Number 14-JLR-003.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the City and the Contractor executed this Agreement as of the day and year first above written.

**ATTEST:**

**CITY OF DELRAY BEACH**

\_\_\_\_\_  
Kimberly Wynn, Interim City Clerk

By: \_\_\_\_\_  
Cary D. Glickstein, Mayor

Approved as to form and legal sufficiency:

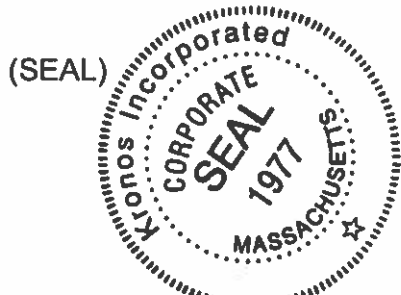
\_\_\_\_\_  
R. Max Lohman, City Attorney

KRONOS INCORPORATED

By: *Alyce Moore*

Print Name: Alyce Moore

Title: Vice President, General Counsel



COMMONWEALTH OF MASSACHUSETTS  
MIDDLESEX COUNTY

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2017, by Alyce Moore, as V.P., General Counsel (name of officer or agent, title of officer or agent), of Kronos Incorporated (name of corporation acknowledging), a Massachusetts (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced Massachusetts Driver License (type of identification) as identification

*Paula J. Stevens*

Notary Public – State of Massachusetts

Paula J. Stevens

