

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS MASTER CONTRACTOR/SERVICES AGREEMENT (hereafter the "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 1st Avenue, Delray Beach, FL 33444 and Kronos Incorporated, a Massachusetts Corporation (herein after referred to as "Contractor"), whose address is 900 Chelmsford Street, Lowell, MA 01851, this ____ day of _____, 2022, to make purchases pursuant to the terms and conditions of the U.S. Communities Contract No. 18229 dated March 18, 2019, as amended (hereafter the "Contract No. 18220").

WHEREAS, the City desires to purchase workforce management systems and related products, services, and solutions; and

WHEREAS, the City desires to procure these goods and services from Contractor, utilizing existing contract prices provided to the Cobb County Board of Commissioners (Cobb County), on behalf of the U.S. Communities Government Purchasing Alliance, now known as Omnia Partners, pursuant to its Solicitation No. 18-6390; and

WHEREAS, in accordance with Solicitation No. 18-6390, Cobb County entered into Contract No. 18220, a three (3) year Agreement with Contractor for services effective March 18, 2019, through March 17, 2022, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, on July 22, 2020, Cobb County and Contractor entered into Amendment No. 1 to Contract No. 18220, modifying the services available under the Agreement; and

WHEREAS, on August 26, 2021, Cobb County and Contractor executed Amendment No. 2 to Contract No. 18220, modifying the terms and conditions and pricing for certain subscription-based services; and

WHEREAS, on December 15, 2021, Cobb County and Contractor executed Amendment No. 3 to Contract No. 18220, exercising the first of three one-year renewals, extending the term of the Agreement to March 17, 2023; and

WHEREAS, the Contractor agrees to extend the terms, conditions, and pricing of Contract No. 18220 to the City as a Participating Entity, 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 workforce management systems and related products, services, and solutions to the City, in accordance with and pursuant to the same terms, conditions, and pricing of Contract No. 18220 procured by the Cobb County Board of Commissioners, on behalf of the U.S. Communities Government Purchasing Alliance, now known as Omnia Partners.

3. The City shall pay the Contractor in accordance with the pricing schedule detailed in the Order Form attached hereto as Exhibit "A" and incorporated herein.

4. This Agreement shall terminate on March 17, 2023, unless Contract No. 18220 is renewed or otherwise extended by the Cobb County Board of Commissioners. If Contract No. 18220 is renewed or otherwise extended, this Agreement shall automatically renew or extend for the same term.

5. The City reserves the right to terminate this Agreement pursuant to the terms of Contract No. 18220, with or without cause upon providing sufficient written notice to Contractor. All Fees will be paid by the City for amounts owed through the effective date of termination. Any Fees paid by the City for the Service not rendered prior to the effective date of termination will be credited against the City's account, with any remaining amounts refunded to the City within thirty (30) days of the effective date of termination.

6. The Contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities pursuant to the terms of Contract No. 18220. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

7. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

For CONTRACTOR:

Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851

8. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, which shall not be unreasonably withheld.

9. This Agreement shall be construed in accordance with the City of Delray Beach's 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. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

10. **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. 1ST 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.** 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 applicable Florida state law and with the contract and may unilaterally cancel this contract in accordance with state law.

11. Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed City contracts, transactions, accounts, and records relating to invoicing and billing under this Agreement. The

Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the City, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors 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. For the avoidance of doubt, Contractor's use of third parties to supply software, services, or infrastructure to run its SaaS solution in general and not solely for providing services under this Agreement is not a subcontracting arrangement.

12. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law. The City may terminate the Service in the event of a reduction in appropriations to any fund(s) from which Contractor is to be paid for Service ordered under this Agreement but not yet delivered. The City will provide a thirty (30) day prior written notice in the event of such termination to Contractor and the City agrees to pay for the products delivered and the services performed prior to the receipt of such notice by Contractor.

13. By entering into this Agreement Contractor acknowledges its obligation to comply with the applicable provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by applicable law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors providing services under this Agreement to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor. For the avoidance of doubt, Contractor's use of third parties to supply software, services, or infrastructure to run its SaaS solution in general and not solely for providing services under this Agreement is not a subcontracting arrangement.

14. 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. Terms and Conditions of Contract No. 18220.

- c. Contractor's response to Solicitation No. 18-6390 and any subsequent information submitted by Contractor during the evaluation.

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

Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

KRONOS INCORPORATED

By: _____

Print Name: Peter Cummings

Title: Mgr., Order Processing

(SEAL)

STATE OF Massachusetts

COUNTY OF Middlesex

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of August, 2022, by Peter Cummings (name of person), as Manager (type of authority) for Kronos Incorporated (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____

Cynthia L. Trank
Notary Public – State of Massachusetts



CYNTHIA L. TRANK
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
December 23, 2027



Quote#: Q-110026
Expires: 22 Jul, 2022
Sales Executive: Nikki Kirkpatrick

ORDER FORM

Order Type: Quote
Date: 26 Jul, 2022

Bill To Contact:

Bill To: CITY OF DELRAY BEACH
100 NW FIRST AVE
DELRAY BEACH, FL 33444-2612 USA

Ship To Contact: Jay Stacy

Ship To: CITY OF DELRAY BEACH
100 NW FIRST AVE
DELRAY BEACH, FL 33444-2612 USA

Ship to Phone: 561-243-7192
Ship to Mobile:
Contact: Jay Stacy
Email: stacy@mydelraybeach.com

Currency: USD
Customer PO Number:
Solution ID: 6105414
Initial Term: 36 months
Billing Start Date: 90 Days from Execution of Order Form
Data Center Location: USA

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Order Notes:

This order entered into between the Customer and Kronos Incorporated is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18220").

Before including any health related questions in UKG Dimensions Timekeeping please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

The Scope Statement attached to this Order Form is a summary of the Implementation Services to be provided by UKG for the Implementation Services Fees outlined in this Order Form and incorporated herein by reference.

SaaS Services

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
UKG DIMENSIONS TIMEKEEPING HOURLY	800	USD 6.00	USD 4,800.00



Exhibit A

Quote#: Q-110026
Page 2/4

Product Name	Quantity	PEPM	Monthly Price
UKG DIMENSIONS TIMEKEEPING SALARIED	200	USD 3.00	USD 600.00
UKG DIMENSIONS ACCRUALS	1,000	USD 0.60	USD 600.00
Total Price			USD 6,000.00

Equipment Rental

Billing Frequency: Monthly in Arrears

Item	Quantity	Unit Price	Monthly Price
KRONOS INTOUCH DX,HID PROX RENTAL	12	USD 120.45	USD 1,445.40
Monthly Total			USD 1,445.40

Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX	12	USD 0.00	USD 0.00
Total Price			USD 0.00

Fixed Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Billing Role	Quantity	Unit Price	Total Price
UKG DIMENSIONS USER ADOPTION ASSESSMENT	Education Consultant	1	USD 2,400.00	USD 2,400.00
UKG DIMENSIONS TRAIN THE TRAINER PACKAGE	Education Consultant	1	USD 2,400.00	USD 2,400.00
Total Price				USD 4,800.00

One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	USD 23,000.00

A La Carte Services

Billing Frequency: Billed 100% upon signature of the order form

Item	Billing Role	Quantity	Unit Price	Total Price
Dimensions Project - Additional Separate Phased Go-lives	Grouped	1	USD 0.00	USD 0.00
Total Price				USD 0.00

Bill As You Go Services

Billing Frequency: Billed monthly as delivered

Item	Billing Role	Quantity	Unit Price	Total Price
UKG DIMENSIONS MIGRATION SMB	Solution Consultant	1	USD 0.00	USD 0.00
Total Price				USD 0.00



Exhibit A

Quote#: Q-110026
Page 3/4

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 7,445.40
Total Equipment Purchase and Accessories Fee	USD 0.00
Total Fixed Fees	USD 4,800.00
Total One Time Fees	USD 23,000.00
Total Bill As You Go Services	USD 0.00

Exhibit A

Quote#: Q-110026
Page 4/4

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. **THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE.** Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

Scope Statement

Purpose and Overview of Scope Statement

This Scope Statement outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to CITY OF DELRAY BEACH ("Customer"), related to the Core entitlements, Value-add entitlements, and/or Additional Services contained in this document. Our Professional Services engagements are designed to help our Customers successfully deploy Core entitlements, as well as easily layer Value-add entitlements and functionality over time based on your priorities, schedule, and resources.

The UKG Dimensions™ Scope Statement described herein is fixed scope based and is subject to the terms and conditions governing your UKG Dimensions Agreement (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Scope Statement.

UKG Dimensions Solution

CITY OF DELRAY BEACH and Kronos are onboarding the following UKG Dimensions entitlements with:

Core Entitlement	On-boarding Type	Number of Employees
UKG Dimensions Timekeeping Hourly	Net New	800
UKG Dimensions Timekeeping Salaried	Net New	200
UKG Dimensions Accruals	Net New	1000

CITY OF DELRAY BEACH and Kronos Collaboration

A successful project requires close collaboration between CITY OF DELRAY BEACH and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the UKG Dimensions solution in support of your organization's business outcomes. Your organization's participation and commitment to the project goals and timeline are critical to ensure success.

The Kronos onboarding process is driven by value and enabling business outcomes. This approach is focused on accelerated time to value using tools and techniques, such as industry and region-specific configuration, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The onboarding process will be completed in three iterative phases: Initiate, Collaborate, and Adopt. Please review the Kronos Paragon™ Overview for the project life cycle, roles & responsibilities in more detail in the following link: [Kronos Paragon Overview](#).

Project Overview

Project Management services include:

- Kronos Project Manager working with Customer Project Manager to jointly run the project.
- Transition to Kronos Global Support after the first deployment go-live.
- Maintain project workspace, work plan, issues and risks management, weekly status calls and reports.

Implementation:

- Fixed scope implementations are designed to deliver value quickly to your organization. Project timelines generally span 6-8 months depending on the number of entitlements selected. Onboarding support for these time spans are included in the scope. Extended project timelines requested by customers can be supported with additional professional services and will be agreed via change order.

Remote Implementation approach:

- Kronos will conduct one Solution Development Workshop with the customer project team to create one solution design for the customer's organization.
- The customer team will conduct one testing cycle to accept that solution, which Kronos will support.
- **Kronos will support two production go-lives (one for IT and Finance followed by one for the remaining departments) and provide knowledge transfer to allow you to be self-sufficient in any subsequent phased go-lives you choose to conduct.**

Deployed Solution:

- Two tenants (1 Production, 1 Non-Production) will be designed and deployed with entitlements. The Non-Production environment may be refreshed from Production to support testing and training activities. Onboarding work will deliver configured solutions that operate on all supported desktop and mobile client platforms.
- Kronos will deliver the integrations using the Boomi™ UKG Dimensions Integration Platform. Integrations are based on predefined templates and are assumed to be low to medium complexity. Interfaces are scheduled via UKG Dimensions and transfers data via flat files (CSV) to the UKG Dimensions secure FTP (SFTP) environment.

Educational Services:

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Customer's business processes.

Kronos' training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in the deployment methodology. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the system. The timing of this training is key. Kronos aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (i.e. Managers and Employees) use a train the trainer model for learning. Customer is responsible for train the trainer learning for their managers and employees.

Virtual Learning Environment Training

Kronos shall provide its live, hands-on classroom training, including a comprehensive agenda and facilitation by a trained and knowledgeable instructor, delivered to Customer's personnel via the Internet. Training is intended for the following audiences:

- Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.
- Application & System Administrator to prepare functional and technical super users to perform their most common tasks in the solution

Self-Paced Training

Kronos shall provide self-paced product training.

Note: Kronos also offers fee-based consulting services that are not included under the terms of the Training Services referenced above.

Education Services:

Qty	Service	Description
1	User Adoption Assessment	UKG will work with designated Customer resources to ensure ongoing user adoption including: <ul style="list-style-type: none"> • Conduct evaluation of user adoption needs • Review of user adoption resources for up to 15 participants per workshop • Provide access to user adoption action plan, along with adaptable change management, user training learning, and reinforcement tools and templates
1	Train the Trainer Package	UKG will work with designated Customer training resources to support user training leveraging a train the trainer approach including: <ul style="list-style-type: none"> • Consult on training delivery for manager and employee roles for up to 15 participants per workshop • Provide review of manager level course including access to hands-on exercises with the most common tasks for managers • Provide access to adaptable presentation and participant guide managers

Core Deliverables

Working in close collaboration, CITY OF DELRAY BEACH and Kronos will on-board the following core entitlements and functionality:

Core	Kronos Delivered Value
Timekeeping	UKG Dimensions Timekeeping gets you started with the ability to accept punches and pay employees accurately through these core capabilities: <ul style="list-style-type: none"> • Time capture and workflow automation • Adherence to policy through automated pay calculations • Automated time collection • Time-off balance tracking • Access to timekeeping information and self-service workflows • Visibility into labor tracking and accounting • Access to schedules • Mitigation of compliance risk • Proactive exceptions management <p>Scope assumptions:</p> <ul style="list-style-type: none"> • Employee Pay Groups <ul style="list-style-type: none"> • Up to 8 total Employee Pay Groups to be used across core entitlements noted in your UKG Dimensions Solution above. • Employee Pay Groups are a group of employees who are governed by a set of similar workforce management policy rules (e.g. overtime, shift premiums, holiday zones, etc.). • User Personas and Roles <ul style="list-style-type: none"> • Up to 5 functional and data security Personas:

Core	Kronos Delivered Value
	<ul style="list-style-type: none"> • 1 payroll administrator role • 2 types of manager roles • 2 types of employee roles (e.g. "Payroll Admin", "Manager", "Salaried Employee", "Hourly Employee"). • We will also provide knowledge transfer to the customer team to configure additional Personas as you require them. • 2 Yes / No questions for employees to attest with workflows • Data collection devices <ul style="list-style-type: none"> • Configure up to 5 Timekeeper Terminals with Biometrics (TouchID or TouchFree ID) and provide knowledge transfer for customer to configure remaining terminals. • Business Data Automation: One-time initial loads of business structure and labor categories to avoid manual and time-consuming entry tasks before go-live. • Standard integration templates: <ul style="list-style-type: none"> • Accrual Reset Import • Payroll Export that runs at the end of the pay period • Recurring person import for employee demographic data • Strategic Technical Advisor (STA) service included. The STA functions as the customer's single point of contact for technology related considerations. They will engage with the customer's technical teams and Kronos Technology Partners to assist with network infrastructure assessment, client access methods such as desktop, mobile, data collection devices and technology partner solutions. Additionally, the STA will advise, mentor and guide clients throughout solution implementation and adoption. The STA provides: <ul style="list-style-type: none"> • Technical readiness plan • Clock migration plan • Successful SSO deployment • Technical guidance & knowledge transfer
Accruals	<p>UKG Dimensions Accruals entitlement becomes the system of record for accruals and adds comprehensive accrual administration to UKG Dimensions Timekeeping by automatically enforcing your time-off policies with:</p> <ul style="list-style-type: none"> • Automated accruals policy • Access to timekeeping information and self-service workflows • Mitigation of compliance risk • Time-off balance tracking • Visibility into labor tracking and accounting <p>Scope assumptions:</p> <ul style="list-style-type: none"> • Up to 10 configurable accrual policies

Exhibit A



Order Form - Workforce Central SaaS for SMB

Quote #: pending
Expires: 8/6/2022
Prepared By: Celeste Patzold

Order Type: Upgrade
Date: 7/6/2022

Bill To: Attn: City of Delray Beach
100 NW 1st Ave.
Delray Beach, FL 33444

Ship To: Attn: Jay Stacy
City of Delray Beach
100 NW 1st Ave.
Delray Beach, FL 33444
Email: exception@kronos.com
FOB: Shipping Point
Ship Method: FedEx Ground
Freight Terms: Prepay & Add

Solution ID: 6105415
Currency: US
Customer PO #:
Data Center: USA
Executive Name: Jay Stacy
Executive Email: stacy@mydelraybeach.com
Program Manager Name: Jay Stacy/Kristina Maricic
Program Manager Email: stacy@mydelraybeach.com / maricic@mydelraybeach.com

Notes: The fees for the SaaS Services are invoiced 60 days prior to the Billing Start Date.

This order entered into between the Customer and Kronos Incorporated is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18220").

Kronos / UKG agrees to move the non-production instance of the applications listed herein from the XPC environment to the multi-tenant Google Cloud solution, pending availability. Customer acknowledges additional order documents may need to be executed prior to such migration to the Google cloud solution.

Initial Term: Three Year
Billing Start Date: March 1, 2023
Renewal Term: One Year
Payment Terms: Net 30
Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):
Applications: Annual in Advance
Professional Services: Monthly in arrears, as delivered

This order is made as part of a Kronos promotion. All pricing is discounted solely in connection with such promotion and will not be applied to future orders. Customer's Software Support and Cloud Hosting services, as applicable, for the existing Workforce Central perpetual licenses shall continue, in accordance with Kronos Support policies, for a period of ninety (90) days from execution of this Order Form, and shall terminate thereafter, unless Customer chooses to reinstate Software Support and Cloud Hosting services, as applicable, at applicable fees.

Workforce Central SaaS Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, Kronos will credit any pre-paid but unused fees for Software Support and/or Cloud Hosting Services on the perpetual licenses, as applicable. Credits may be applied against any amounts owed to Kronos by Customer until such credit is expended. Customer shall pay for Software Support and Cloud Hosting services fees, as applicable, on the perpetual licenses until the Workforce Central SaaS Billing Start Date.

This order is for a coordinated multi-site consolidation. The following customer solutions are impacted:
Solution ID - 6122589 - Delray Beach Police Department - UKG Telestaff v7.1+
Solution ID - 6105415 - Delray Beach Fire - UKG Telestaff v7.1+

APPLICATIONS

Item	License/Qty	PEPM	Monthly Price
UKG Telestaff Enterprise Bundle v7.4+	480	\$8.00	\$3,840.00
Monthly Total:			\$3,840.00

A LA CARTE SERVICE OPTIONS - WF TELESTAFF

Item	Qty	Unit Price	Total Price
Telestaff W/Dimensions - Additional business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications)	1	\$10,000.00	\$10,000.00
Additional Role	1	\$8,800.00	\$8,800.00
Additional Role	1	\$2,200.00	\$2,200.00
Total Price			\$21,000.00

CORE SMB PROFESSIONAL / EDUCATIONAL SERVICES

Item	Duration	Total Price
Implementation TSG SaaS SMB		\$10,000.00
KnowledgePass SaaS WFC SMB		Included
Total Price		\$31,000.00

Exhibit A

SUMMARY

Item	Total Price
Monthly Application Fee	\$3,840.00
Total Monthly Service Fees	\$3,840.00
Implementation TSG SaaS SMB	\$10,000.00
Implementation TSG SaaS SMB A La Carte	\$21,000.00
Total One Time Fees:	\$31,000.00



Scope Statement

Purpose and Overview of Scope Statement

This Scope Statement outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to CITY OF DELRAY BEACH ("Customer"), related to the Core entitlements, Value-add entitlements, and/or Additional Services contained in this document. Our Professional Services engagements are designed to help our Customers successfully deploy Core entitlements, as well as easily layer Value-add entitlements and functionality over time based on your priorities, schedule, and resources.

The UKG Dimensions™ Scope Statement described herein is fixed scope based and is subject to the terms and conditions governing your UKG Dimensions Agreement (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Scope Statement.

UKG Telestaff for Dimensions Migration Services Guideline

The following applies to all entitlements within UKG TeleStaff™ with UKG Dimensions™ migrations:

UKG Delivered Value	
UKG TeleStaff Entitlement	<p>Project Management services including:</p> <ul style="list-style-type: none"> • Creation and maintenance of an online project workspace, work plan, issues and risks management, status calls and reports. • UKG Project Manager will work with customer Project Manager to jointly run project. • Project Management includes transition to UKG Global Support after the first deployment go-live. <p>Implementation approach:</p> <ul style="list-style-type: none"> • UKG will conduct one remote assessment with your project team to create one integration solution design for your organization. • Your team will conduct one testing cycle to accept that solution, which UKG will support. • UKG will support one production cutover. <p>Technical Architecture: Two environments (1 Production, 1 Development). A new Production and Development Cloud environment will be provisioned to support UKG the latest TeleStaff version.</p> <p>Training: Through KnowledgeMap, we provide training for your core team, and provide you with collateral and toolsets to train your end-users. UKG training curriculums can be reviewed on the UKG customer website.</p> <p>Rapid Implementation: UKG SaaS SMB fixed scope implementations are designed to deliver value quickly to your organization. Project timelines span up to 6 months. Implementation support for this time span is included in the package. Extended project timelines beyond 6 months must be supported with additional professional services agreed via change order.</p>

UKG TeleStaff Standard Services

UKG Delivered Value	
UKG TeleStaff Scope	<p>Installation of (1) PROD and (1) DEV environment</p> <p>(1) standardized UKG Dimensions-UKG TeleStaff integration design mapping for one institution</p> <p>Optimize UKG TeleStaff Design to leverage UKG Dimensions-UKG TeleStaff Integration best practices</p> <p>System Overview of latest major UKG TeleStaff version</p> <p>Testing Support for one Institution</p> <p>Authentication (SSO/LDAP)</p> <p>Standard integration with UKG Dimensions</p> <p>One production cutover aligned with UKG Dimensions cutover</p> <p>Post Go Live Support for 2 pay periods</p> <p>Assumptions:</p> <ul style="list-style-type: none"> • A new Production and Development cloud environment will be provisioned to support the latest UKG TeleStaff version • Existing core configuration will be moved to customer's new cloud environment • Only the historical data necessary to ensure the staffing rules are correct will be imported into the new database. It is the responsibility of the customer to archive their existing database for historical purposes.

UKG TeleStaff Value Added Services

The following value-added services are available for UKG TeleStaff SaaS SMB implementations for an additional fee and if identified on the Order Form. Refer to the UKG order form for a list of a la carte services included with your purchase.

UKG Delivered Value	
UKG TeleStaff	<p>(1) Additional business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications)</p> <p>Other Scoped Services – Configuration review and optimization for Police up to 100 hours of Solution Consultant (80 hours) and Project Manager (20 hours) effort.</p>