



Quote#: Q-23851
Expires: 9/27/2019
Sales Executive: Daniel Crabtree

ORDER FORM
Order Type: Quote
Date: 9/12/2019

Bill To Contact: Joanne Tunzi

Ship To Contact: Cheryl Ann Enold

Bill To: COUNTY OF SONOMA
585 FISCAL DR RM 101F
SANTA ROSA, CA 95403-2819 USA

Ship To: COUNTY OF SONOMA
585 FISCAL DR RM 101F
SANTA ROSA, CA 95403-2819 USA

Ship to Phone: (707) 565-6162
Contact: Cheryl Enold
Email: cheryl.enold@sonoma-county.org

Currency: USD
Customer PO Number:
Solution ID: 6061814
Initial Term: 60 months
Billing Start Date: 90 Days from Execution of
Order Form
Data Center Location: USA

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

Order Notes:

The parties agree that Customer is migrating from their existing Kronos WFC perpetual software licenses (the "Existing Applications") to the Kronos Workforce Dimensions software as a service offering. Customer's Software License Agreement, including Software Support services, and Cloud Hosting services, as applicable, for the Existing Applications shall continue to apply for a period of ninety (90) days from execution of this Order Form, and shall terminate thereafter. Customer agrees and understands that they are giving up their right to use the Existing Applications upon termination of the existing Software License Agreement. Notwithstanding the foregoing, Customer may continue to access the Software for historical viewing purposes only. The Workforce Dimensions Agreement signed by Customer shall apply to the Workforce Dimensions applications set forth on this Order Form. Workforce Dimensions 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 Customer for any pre-paid but unused fees for Software Support and/or Cloud Hosting services (as applicable) for the Existing Applications. Customer may apply credits against any amounts owed to Kronos by Customer until such credit is expended. Customer shall continue to pay the Software Support and/or Cloud Hosting services fees on the Existing Applications until the Billing Start Date.

Note that Customer has chosen to retain a portion of their WFC Existing Applications. Customer's Software License Agreement, including Software Support services, and Cloud Hosting services, as applicable, shall remain active and applicable to the retained software applications. Customer shall continue to pay the applicable fees related to the aforementioned services for the retained licenses until such services are cancelled or terminated by Customer or Kronos.

The fees for the Applications 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") (referred to as the "US Communities Agreement #18220").

Kronos is providing Customer KnowledgeMap Live at no cost for a period of one (1) year from the Billing Start Date indicated on this Order Form. If Customer would like to continue to subscribe to KnowledgeMap Live after such one (1) year period, Kronos and Customer will enter into a subsequent Order Form that will be subject to the Workforce Dimensions Agreement between Kronos and Customer. Kronos agrees that the Annual Fee for KnowledgeMap Live will be at the then current list price, subject to the renewal process set forth in the Workforce Dimensions Agreement.

SaaS Services

Billing Frequency: Annual in Advance

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE DIMENSIONS TIMEKEEPING HOURLY	5,050	USD 3.66	USD 18,483.00
WORKFORCE DIMENSIONS ACCRUALS	5,050	USD 0.34	USD 1,717.00
Total			USD 20,200.00

Education Services

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Total Price
KnowledgeMap Live ENT 1st Year Training	20	USD 0.00
Total Price		USD 0.00

Bill As You Go Services

Billing Frequency: Monthly as Delivered

Item	Billing Role	Quantity	Unit Price	Total Price
WORKFORCE DIMENSIONS ONBOARDING SERVICES ENTERPRISE	Integration Consultant	460	USD 177.00	USD 81,420.00
WORKFORCE DIMENSIONS ADVANCED TESTING SERVICES	Kronos Consultant	24	USD 177.00	USD 4,248.00
WORKFORCE DIMENSIONS ONBOARDING SERVICES ENTERPRISE	Kronos Consultant	322	USD 177.00	USD 56,994.00
WORKFORCE DIMENSIONS MIGRATION ENTERPRISE	Kronos Consultant	750	USD 0.00	USD 0.00
WORKFORCE DIMENSIONS USER ADOPTION SERVICES	Education Consultant	16	USD 180.00	USD 2,880.00
WORKFORCE DIMENSIONS INTEGRATION BUILD SERVICES	Integration Build Consultant	52	USD 100.00	USD 5,200.00
				USD 150,742.00

Quote Summary

	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 20,200.00
Purchased Training	USD 0.00
Total Bill As You Go Services	USD 150,742.00

COUNTY OF SONOMA

Kronos Incorporated

Signature: [Signature]

Signature: Nicole Dandurant
Sep 12 2019 9:02 AM

Name: Jonathan Kadlec

Name: Nicole Dandurant

Title: Assistant Auditor-Controller

Title: _____

Effective Date: 9/24/19

Effective Date: _____

cosign

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 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.

Statement of Work for SONOMA COUNTY

Workforce Dimensions Migration

Sales Executive	Daniel Crabtree
Author	Tammy Hilsgen
Expiration Date	9/30/2019
Quote Number	2019-51599
Revision #	2
Opportunity ID	Opp-181529
Status	Approved
Customer SID	6006812

Overview

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

Customer Goals

County of Sonoma is seeking a solution in a modern cloud which will migrate their existing on-premise Workforce Central solution into the Workforce Dimensions platform. This platform will provide a flexible solution that will allow for automated pay calculations, consistent enforcement of absence related policies and reporting on a single instance for their employees.

Services Cost leveraging WF Dimensions Sales Promotion valid through September 30, 2019.

Project Outcomes

Kronos will deliver a solution whereby the customer can expect the following outcomes:

Time Capture and Workflow Automation

Adherence to policy through automated pay calculations

- Visibility to time off balances
- Automated time collection
- Visibility into labor tracking and accounting
- Mitigation of Risk

Automated accrual policies

Proactive exception Management

Proposed Solution

Project Type(s)

Migration

Migration assumes a full deployment cycle, relying on calibration of recommended configuration, workflow and policy.

Entitlement	Project Type
Workforce Dimensions Timekeeping Hourly	Enhanced Migration
Workforce Dimensions Accruals	Enhanced Migration

Project duration is expected to be 20 working weeks, based upon our experience with our customers and solutions. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In this circumstance, Kronos may issue a change order to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a blended approach. A blended approach combines onsite and remote resources. For this project, Kronos is estimating 2 onsite visits at mutually agreed upon points of the project timeline. An onsite visit is defined as a single resource at the customer location for up to 5 consecutive business days. Throughout the project, Kronos will make recommendations for work mix based upon project objectives and deliverables.



Educational Services

Kronos KnowledgeMap™

Targeted self-paced training is included within Kronos KnowledgeMap™ to get the customer team knowledgeable quickly and to maximize solution adoption. Kronos KnowledgeMap™ is an online education portal providing anytime, anywhere access to Workforce Dimensions learning.

Kronos KnowledgeMap™ Live

Onboarding is accelerated with instructor-led training delivered via Kronos KnowledgeMap Live. A Kronos KnowledgeMap Live pass provides progress tracking with the flexibility to send team members and new users to virtual webinar and hands-on instructor led training. Classes are offered by job role on a rotating course schedule to ensure the right training at the right time, including:

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

Application Administrator training to prepare functional super users to perform daily and periodic system administration tasks.

IT Specialist training to prepare technical super users to perform tasks in areas such as security, device management and integration.

The following Kronos KnowledgeMap™ Live Passes are proposed:

Number	Year
20 passes for core project team members	1
10 passes for key functional and technical team members, renewable	2+

User Adoption Consulting

A critical component of success is dependent on users. A Kronos User Adoption Consultant will help empower designated customer resources to support the delivery of change management and user training for managers and employees by providing:

- A structured change management and training framework
- Preparing for Change and User Training Workshop
- User Training Toolkit including Task Matrix and Job Aids

Project Approach

Kronos will complete a solution readiness review with the customer project team to confirm that the migration of agreed upon existing configuration can commence in non-production. Kronos will assess and deploy the approved Business Structure and other configuration unique to Workforce Dimensions to complete validation of the migrated solution. Upon completion of customer user acceptance testing, Kronos will cut over the approved solution to production.

The Kronos onboarding process is driven by value and enabling business outcomes. This approach, focused on accelerated time to value uses 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.

Project Leadership

Kronos will provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the Kronos Project Manager will partner with the customer project leadership to develop the project plan to ensure objectives are achieved. The Kronos Project Manager will also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the onboarding process.

Initiate

This first phase of the project lays the foundation for the project.

During this phase, the Kronos team will work together with the customer team to review goals and success criteria and share project assumptions. Teams will set and understand expectations, share project plans and agree upon the process of working together. The Kronos team will stand up the tenant according to the customer's market segment. At this stage, the customer will select which aspects of existing Kronos Workforce Central solution will be migrated to Workforce Dimensions. The Kronos Project Manager will also introduce the concepts of change management, testing, and user education.

Once these items are complete, the Collaborate phase will begin.

Collaborate

As the project moves into Collaborate, both teams will partner to create the best solution for the customers' organization. Kronos will recommend practices and configuration based on industry and geography and fine tune those recommendations iteratively, to meet customer-specific needs and desired outcomes. This approach helps to define and refine the final solution. During this phase, the Kronos team will share the solution in action, which better allows informed decisions about the processes to be instituted. In turn, there is a better understanding of the specific scenarios to include in testing and end user training. As the solution is being finalized, both teams will focus heavily on testing efforts to ensure that the solution is well-prepared for adoption.

The project transitions into acceptance testing leveraging the Accelerated Testing Process. Kronos will conduct a test case development boot camp with the customer-side team to complete a Traceability Matrix and test cases per design elements available at the time of the boot camp. The customer team will execute these test cases and record the result, reporting successes and issues. To maximize visibility into acceptance testing progress, the project teams will work collaboratively in the testing workspace which will provide up to date information and metrics on the status of testing.

Adopt

The final phase is Adopt – when both teams realize the outcomes of the previous phases. It is at this stage that the solution is measured against the goals and objectives this project set out to achieve. Here the goals, success criteria, change management, and risk management efforts culminate as both teams work collaboratively to deploy the solution to end users.

Kronos will oversee 1 deployment group(s). After which the Kronos project manager will transition the completed scope to Kronos Global Support for post-implementation support.



Project Team Responsibilities

Customer team participation is key to the success of the project. Early on, it is important to select a well-suited project team. Selecting the right project team and ensuring availability to work with various project team members and end users will ensure project success.

In the instance an organization is comprised of multiple businesses and/or locations, it will be important to select team members who are knowledgeable of the policies and practices utilized within each of those groups.

The information below will help with planning the team's responsibilities and time commitments.

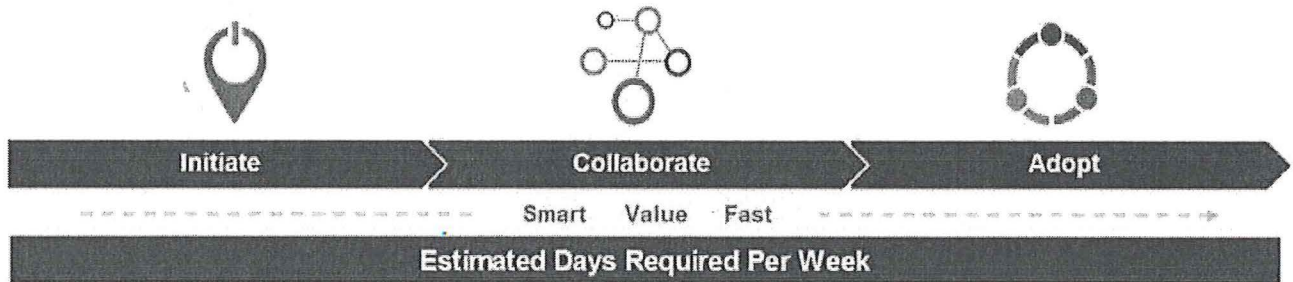
Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Overall success of the implementation	•	•		
Internal communications to endorse the project and prepare resources/end users for upcoming changes	•	•		
Completion of customer tasks and deliverables		•		
Schedules resources, mitigates risks, and works within the project schedule		•		
Gathers and defines business rules and policies		•	•	
Attends standard weekly or bi-weekly status meetings		•	•	•
Identifies and supplies interface/integration information		•	•	•
Attends all defined Kronos product training		•	•	
Helps create and execute test plans to ensure a successful implementation		•	•	
Provides network related information, helps configure Kronos clocks and any browser settings, if applicable		•		•
Attends important meetings including milestone meetings and phase reviews	•	•	•	•
Endorses the Kronos system to other managers/departments	•	•	•	•

Project Team Availability

The chart below outlines the commitment for each of the customer team resources in the project. Keep in mind that more than one Subject Matter Expert may be needed, or there may be one Expert with experience in multiple areas. Customer resource requirements may need to be scaled based on the size and complexity of the project.



There may also be occasion throughout the project to engage Subject Matter Experts from select businesses/locations as determined by the customer, as a supplement to the project team.



	>1 day	>.5 day	.5 day
Executive Sponsor			
Project Manager	3+ days	3+ days	3+ days
Subject Matter Expert1	1.5 - 2 days	3+ days	3+ days
Subject Matter Expert2	1.5 - 2 days	3+ days	3+ days
Technical Expert	> .5 day	> .5 day	1 day

Solution Assumptions

Enhanced Migration / Net New

Workforce Dimensions

- 2 tenants included in this deployment
- Customer is migrating from Workforce Central SQL Database
- The Authentication method will be Single Sign On
- 2 Standard Timeclock(s) will be migrated
- Number of Solution Development Workshops
 - 1 Business Structure
 - 1 Timekeeping Salaried
 - 1 Timekeeping Hourly
 - 1 Accruals
- Migration of current Workforce Central configuration (Pay Rules, Accrual Policies, etc.) as a solution foundation
- Redesign existing configuration that does not migrate (FAP, Labor Levels to Business Structure, etc.)
- County has a total of 20 custom reports in Workforce Central however 10 of the 20 may no longer be necessary as parent-child labor validation is inherent to business structures, could be ran as a dataview or now included in WF Dimension canned reports. Kronos will support the migration of 5 reports and the County of Sonoma will be responsible for any remaining required reports.
- New customs or existing customs not listed in this document are excluded from the scope



Workforce Dimensions Timekeeping Hourly

- Number of Employee Groups (A group of employees who are governed by a set of similar workforce management policy rules.)
 - 15 for Timekeeping Hourly
 - 6 for Timekeeping Salaried
- County has 190 existing pay rules targeted to be migrated from WFC to Workforce Dimensions

Workforce Dimensions Accruals

- 70 existing Accrual policies targeted to be migrated from WFC to Workforce Dimensions

Scheduled Workforce Dimensions Integration Templates

Kronos will deliver the following integrations using the Dell Boomi™ Workforce Dimensions Integration Platform. All integrations listed in this section are assumed to be low to medium complexity. Interfaces are scheduled via Workforce Dimensions and transferred to the Workforce Dimensions secure FTP (SFTP) environment.

- 2 Employee Data Import
- 1 Pay Code Edit Import
- 1 Punch Data Import
- 1 Accrual Reset Import
- 3 Labor Category Import
- Historical Edit Import

Data Extraction Toolkit

This toolkit permits extraction of data which enables sharing Workforce Dimensions data with other key business systems, such as Customer Relationship Management, Enterprise Data Warehouse, Enterprise Resource Planning, Point of Sale, Finance, and other solutions. Data can be extracted in the following standard views as needed: Timecard, Person, Schedule, Schedule Group and Totals.

Services Investment Summary

This SOW represents a time and materials engagement. Travel expenses are not included and will be invoiced separately as incurred.

Service Type	
Professional Services	\$147,862.00*
Educational Services	\$35,880.00
	\$183,742.00

*Services Cost leveraging WF Dimensions Sales Promotion valid through Sept 30, 2019



Signatures and Approvals

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: Tammy Hilgen Date: 9/13/2019
Title: Kronos Services Architect

This Statement of Work is subject to the SONOMA COUNTY's Workforce Dimensions agreement with Kronos governing Professional and Education Services. By signing below, the authorized SONOMA COUNTY's representative agrees to purchase the services described herein.

ACCEPTED AND AGREED
SONOMA COUNTY

By: [Signature] Date: 9/24/19
Title: Assistant ACTIC

SONOMA 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 2019.



**ADDENDUM NO. 1
TO THE
QT-0332- OMNIA (formerly US Communities) – KRONOS INCORPORATED
Dated March 18, 2019**

This addendum entered into between the Sonoma County ("Customer") and Kronos Incorporated ("Kronos") 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") (referred to as the "US Communities Agreement #18220").

This is Addendum No. 1 (the "Addendum") to the US Communities Agreement #18220 by and between Kronos and Customer dated 9/24/19

In the event of any conflict or inconsistency between the terms and conditions of this Addendum and any terms and conditions of the Agreement, the terms and conditions of this Addendum shall control. All other terms and conditions of the Agreement shall remain in full force and effect.

Whereas Sonoma County wishes to become a party to the US Communities Agreement #18220.

Whereas as the parties wish to amend the US Communities Agreement #18220 only as it applies to Customer, as follows:

1. The first sentence of Section 16 (Indemnification) of Exhibit A, of the US Communities Agreement #18220 is deleted in its entirety and replaced with the following:

"Kronos agrees to indemnify, defend, hold harmless and release Customer and its directors, officers and employees from and against any and all claims, damages, liabilities, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of patents, copyrights, trademarks or other intellectual property rights 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 due to 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 to the extent caused by the negligence or willful misconduct of its employees."

2. The second paragraph of Section 17 (Limitation of Liability) of **Exhibit A**, of the US Communities Agreement #18220 is deleted in its entirety and replaced with the following:

"EXCEPT FOR (I) KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 16 ABOVE; OR (II) CUSTOMER'S CLAIMS FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY'S EMPLOYEES; 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 TWO TIMES THE AMOUNT OF MONEY PAID BY CUSTOMER TO KRONOS OVER THE TERM OF THIS AGREEMENT, 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."

3. Section 5.2.4 of **Exhibit K**, of the US Communities Agreement #18220 is deleted in its entirety and replaced with the following:

"Kronos will promptly notify Customer in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include, at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action Kronos is taking in response to the breach."

4. The first sentence of Section 11.1 of **Exhibit K**, of the US Communities Agreement #18220 is deleted in its entirety and replaced with the following:

"Kronos will indemnify, defend, hold harmless and release the Customer Indemnified Parties from and against any and all claims, damages, liabilities, fees and expenses (including reasonable legal fees) alleging that the permitted use of the Service, Technology or Applications infringe or misappropriate any patents, copyrights, trademarks or other intellectual property rights."

5. Section 11.2 of **Exhibit K**, of the US Communities Agreement #18220 is deleted in its entirety and replaced with the following:

"Kronos will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation is due to: (a) a modification of the Service undertaken by anyone other than Kronos, or not undertaken at Kronos' direction and in accordance with such direction; (b) use of the Service other than as authorized by this Section K; or (c) use of the Service in conjunction with any equipment, service or software not provided by Kronos, where the Service would not otherwise infringe, misappropriate or otherwise become the subject of the Claim."

6. Section 11.3 of **Exhibit K**, of the US Communities Agreement #18220 is deleted in its entirety and replaced with the following:

"Customer shall be responsible and liable for all damages and costs of Kronos to the extent due to Claims where (a) the Configurations violate any law applicable to the rights of an Authorized User; (b) Customer's modification or combination of the Service with other services, software or equipment not furnished by Kronos, infringes or misappropriates any copyright or patent, provided that such modification or combination is the cause of such infringement and was not authorized by Kronos in writing; or, (c) a claim that the Customer Data or its collection or use by Customer violates the AUP or Applicable Laws."

IN WITNESS WHEREOF, the parties have executed this Addendum to the US Communities Agreement #18220 by their duly authorized representatives, to be effective as of the later date of signature.

KRONOS INCORPORATED

By: 

Name: John O'Brien

Title: Chief Revenue Officer

Date: 9/13/2019

SONOMA COUNTY

By: 

Name: Jonathan Kadlec

Title: Assistant Auditor - Controller

Date: 9/24/19