

COOPERATIVE PURCHASE CONTRACT

Contract No. 2021-29

This Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Kronos, Incorporated, a Massachusetts Corporation ("Contractor").

RECITALS:

- A. Contractor has a cooperative purchasing contract #18220 with Cobb County through Omnia Partners - Public Sector to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract; and
- C. The terms and conditions of the above referenced Agency Contract, as of the date of execution of this Agreement, are hereby incorporated by reference. The City, as an eligible Participating Public Agency, shall assume the rights and obligations of the Customer (as defined in the Agency Contract) when making purchases of goods or services under the Agency Contract and terms and conditions of the Agency Contract shall apply to the City as they apply to the Customer, except as otherwise specified herein.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the products and or services, as set forth in the Order Form attached hereto as *Exhibit A* in accordance with the Agency Contract. General description of the products and or services being purchased:

Workforce Payroll and Time Entry Software

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Order Form attached hereto as *Exhibit A* and incorporated by reference or as set forth in the Agency Contract.
3. Payment: Payment to the Contractor for the materials and or services provided not to exceed **one hundred eighty-one thousand two hundred dollars (\$181,200.00) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference.
5. Certificates of Insurance: Kronos has attached its Insurance information as Exhibit C attached hereto, and prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term: The term of this Agreement shall begin upon the date all parties have executed the Agreement ("Execution Date") and shall terminate in accordance with the Agency Contract.
7. Extension: After the Initial Term set forth on the Order Form attached as Exhibit A hereto, this

Agreement may be extended annually for up to three years upon mutual written agreement of both parties, unless the underlying Agency Contract (Cobb County #18220) expires or terminates.

8. Renewal: This Agreement shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
9. Termination for Non-Appropriation of Funds: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor or the City, with such termination effective thirty days from the date written notice is received by the Contractor.

KRONOS, INCORPORATED:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

**EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY
KRONOS ORDER FORM**

Kronos Inc. Quote to the City of Flagstaff Quote (attached)

**EXHIBIT B
AGENCY CONTRACT**

Cobb County Cooperative Contract #18220 and Amendments 1 (attached)

**EXHIBIT C
INSURANCE EXHIBIT**

Kronos shall procure and maintain, at all times and at its own expense, during the term of this Agreement or as otherwise specified below, the types of insurance(s) specified below. **Customer shall be listed as an additional insured for ongoing operations.**

A. Commercial General Liability

Kronos shall provide coverage on a Commercial General Liability Occurrence Coverage Form limits of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate. Limits may be achieved via a combination of primary and umbrella/excess insurance.

B. Workers' Compensation

Kronos shall provide Workers' Compensation. Employers' Liability coverage is required with limits of the following:

Bodily Injury by Accident.....	\$1,000,000 Each Accident
Bodily Injury by Disease.....	\$1,000,000 Each Employee
Bodily Injury by Disease.....	\$1,000,000 Policy Limit

C. Umbrella/Excess Liability

Limits of liability of \$5,000,000 per occurrence.

D. Automobile Liability

Limits of liability of at least \$1,000,000 combined single limit, including but not limited to, all owned, hired and non-owned motor vehicles.

E. Professional Liability/ Errors & Omissions

Kronos shall maintain coverage on a Professional Liability Form (or equivalent) in the amount of \$2,000,000 per claim with a \$2,000,000 annual aggregate.

F. Cyber Risk Liability

Kronos shall maintain coverage on a Cyber Risk Liability Form (or equivalent) in the amount of \$2,000,000 per claim with a \$2,000,000 annual aggregate.

G. All Risk Property Insurance

Kronos shall provide All Risk Property Insurance in an amount not less than the full replacement cost of Kronos's property.

H. Miscellaneous

1. Kronos shall supply Customer with the above proof of insurance, as required upon the signing of this Agreement.

2. All insurance companies for each of the coverages set forth above must be rated A- or better with a financial rating of VII or better in the most recent A.M. Best's Rating Guide.