

**RATIFY AND APPROVE AMENDMENT #3 TO THE SALES, SOFTWARE LICENSE
AND PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & KRONOS, INCORPORATED**

THIS AMENDMENT is made to the AGREEMENT for timekeeping and recording services by and between KRONOS, INCORPORATED, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR have an AGREEMENT which specifically states that CONTRACTOR shall bill an annual support service fee per module as of the start dates per module and in the amounts as listed per module on Attachment D; and

WHEREAS, County must amend the AGREEMENT to add additional funding for two (2) years worth of support service funding for these assessments; and

WHEREAS, the County must amend the AGREEMENT to provide additional funding above and beyond the amount for the annual support service fee assessment for provision of a spare parts, sales tax and repair allowance within the terms of the AGREEMENT, and

WHEREAS, the County desires to place an end date on this evergreen AGREEMENT;

NOW THEREFORE, the County and CONTRACTOR hereby agree to ratify and amend the AGREEMENT in the following manner:

1. Section 14. SOFTWARE SUPPORT SERVICES, (c) Term of Software support shall be ratified retroactive to the start dates on Attachment D and amended by removing *"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"* and replacing it with *"The Term and cost of the Gold software support agreements for the time period January 24, 2015 to March 7, 2017 shall be the amounts and for the products specified in Attachment D, herein incorporated as part of this agreement."*
2. SECTION 20. TERMINATION shall be amended by adding *"(c) The contract shall end on March 7, 2017, unless renewal is mutually agreed upon by both parties sixty (60) days prior to contract end date"*.

3. The AGREEMENT shall be amended by the increase of \$115,776.28 to allow for payment of two (2) years of annual support services fee assessment totaling \$95,776.28, and a parts, sales tax and repairs allowance of \$20,000; for a total AGREEMENT amount not to exceed the sum total of \$550,277.
4. A copy of this AMENDMENT #3 and Attachment D shall be attached to the original AGREEMENT executed by the County on March 2, 2012.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions: _____

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions: _____

Risk Management

Dated: _____

Approved as to Form: _____

Deputy County Counsel

Dated: _____

CONTRACTOR

By: _____

Signature of Chair, President, or
Vice-President

John O'Brien
Sr. Vice President, Global Sales

Printed Name and Title

Dated: _____

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Alyce Moore, Asst. Secretary

Printed Name and Title

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



297 Billerica Road
Chelmsford, MA 01824
(978) 250-9800

Remit To:
Mail Checks To:
PO BOX 743208
ATLANTA, GA 30374-3208

Electronic Transfer TO:
Bank of America
ABA 121000358
Account 1499687277

ILL TO: 6106326
MONTEREY COUNTY SHERIFFS
58 W ALISAL ST FL 1
SALINAS, CA 93901

SHIP TO: 6106326
MONTEREY COUNTY SHERIFFS
168 W ALISAL ST FL 1
SALINAS, CA 93901

PROFORMA FOR RENEWAL CONTRACT	
1189588 R25-SEP-14	
DATE 23-Jun-15	PAGE 1
Purchase Order Number	
Sales Order Number	
PSA NUMBER	ENGAGEMENT NUMBER
CONTRACT NUMBER 1189588 R25-SEP-14	CASE NUMBER
SOLUTION ID 6106326	SIGNATURE DUE DATE
TERMS Net 30 Days	

ITEM NO.	Description	Date	# of Days	Licenses	Qty	Tax	Unit Price	Amount
OLD SOFTWARE SUPPORT SERVICES								
	TELESTAFF AUCTIONS V2	24-JAN-15 - 06-MAR-16	408	350	1			3,821.58
	TELESTAFF ENTERPRISE V2	07-MAR-15 - 06-MAR-16	366	515	1			11,068.52
	TELESTAFF GATEWAY MANAGER V2	07-MAR-15 - 06-MAR-16	366	1	1			1,217.12
	TELESTAFF WEB ACCESS V2 - TSG HOSTED	07-MAR-15 - 06-MAR-16	366	515	1			7,085.16
Subtotal 2015-2016								23,192.38

ITEM NO.	Description	Date	# of Days	Licenses	Qty	Tax	Unit Price	Amount
OLD SOFTWARE SUPPORT SERVICES								
	TELESTAFF AUCTIONS V2	07-MAR-16 - 06-MAR-17	365	350	1			3,555.57
	TELESTAFF ENTERPRISE V2	07-MAR-16 - 06-MAR-17	365	515	1			11,479.81
	TELESTAFF GATEWAY MANAGER V2	07-MAR-16 - 06-MAR-17	365	1	1			1,262.35
	TELESTAFF WEB ACCESS V2 - TSG HOSTED	07-MAR-16 - 06-MAR-17	365	515	1			7,065.80
Subtotal 2016-2017								23,363.53

PLEASE NOTE: SUPPORT SERVICES ARE SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX DUE WILL BE REFLECTED ON THE INVOICE

SUBTOTAL	\$46,555.91
PAST DUE BALANCE	\$0.00
LESS PAYMENTS	\$0.00
SHIPPING /HANDLING	\$0.00
TAX	\$0.00
TOTAL	\$46,555.91

MONTEREY COUNTY SHERIFFS	KRONOS INCORPORATED
Signature: _____	Signature: <u>Tami Brzenk</u>
Name: _____	Name: <u>TAMI BRZENK</u>
Title: _____	Title: <u>BUSINESS ANALYST</u>
Date: _____	Date: <u>23-JUL-15</u>

Currency USD

ATTACHMENT D1
To StdAgrAmd3_KRONOSINC_20150723_NR



297 Billerica Road
Chelmsford, MA 01824
(978) 250-9800

Remit To:
Mail Checks To:
PO BOX 743208
ATLANTA, GA 30374-3208

Electronic Transfer TO:
Bank of America
ABA 121000358
Account 1499687277

BILL TO: 6106138
COUNTY OF MONTEREY
168 W ALISAL ST FL 1
SALINAS, CA 93901

SHIP TO: 6106138
COUNTY OF MONTEREY
168 W ALISAL ST FL 1
SALINAS, CA 93901

PROFORMA FOR RENEWAL CONTRACT	
1189585 R05-NOV-14	
DATE 23-Jun-15	PAGE 2
Purchase Order Number	
Sales Order Number	
PSA NUMBER	ENGAGEMENT NUMBER
CONTRACT NUMBER 1189585 R05-NOV-14	CASE NUMBER
SOLUTION ID 6106138	SIGNATURE DUE DATE
TERMS Net 30 Days	

ITEM NO.	Description	Date	# of Days	Licenses	Qty	Tax	Unit Price	Amount
<u>GOLD SOFTWARE SUPPORT SERVICES</u>								
	WORKFORCE ACCRUALS V6	06-MAR-15 - 05-MAR-16	366	550	1			2,002.73
	WORKFORCE EMPLOYEE V6	06-MAR-15 - 05-MAR-16	366	550	1			3,504.79
	WORKFORCE INTEGRATION MANAGER V6	06-MAR-15 - 05-MAR-16	366	550	1			762.95
	WORKFORCE MANAGER V6	06-MAR-15 - 05-MAR-16	366	75	1			5,462.01
	WORKFORCE MOBILE EMPLOYEE V6	06-MAR-15 - 05-MAR-16	366	550	1			680.09
	WORKFORCE MOBILE MANAGER V6	06-MAR-15 - 05-MAR-16	366	75	1			92.74
	WORKFORCE TIMEKEEPER V6	06-MAR-15 - 05-MAR-16	366	550	1			5,149.89
Subtotal 2015-2016								17,655.20

ITEM NO.	Description	Date	# of Days	Licenses	Qty	Tax	Unit Price	Amount
<u>GOLD SOFTWARE SUPPORT SERVICES</u>								
	WORKFORCE ACCRUALS V6	06-MAR-16 - 06-MAR-17	366	550	1			2,083.06
	WORKFORCE EMPLOYEE V6	06-MAR-16 - 06-MAR-17	366	550	1			3,645.37
	WORKFORCE INTEGRATION MANAGER V6	06-MAR-16 - 06-MAR-17	366	550	1			793.55
	WORKFORCE MANAGER V6	06-MAR-16 - 06-MAR-17	366	75	1			5,681.09
	WORKFORCE MOBILE EMPLOYEE V6	06-MAR-16 - 06-MAR-17	366	550	1			707.37
	WORKFORCE MOBILE MANAGER V6	06-MAR-16 - 06-MAR-17	366	75	1			96.46
	WORKFORCE TIMEKEEPER V6	06-MAR-16 - 06-MAR-17	366	550	1			5,356.45
Subtotal 2016-2017								18,363.35

ITEM NO.	Description	Date	# of Days	Licenses	Qty	Tax	Unit Price	Amount
<u>EQUIPMENT SUPPORT SERVICES - DEPOT REPAIR</u>								
	DATA COLLECTION: INTOUCH	06-MAR-15 - 05-MAR-16	366		12			2,815.20
	OPTIONS: INTOUCH	06-MAR-15 - 05-MAR-16	366		12			1,287.00
Subtotal 2015-2016								4,102.20

ITEM NO.	Description	Date	# of Days	Licenses	Qty	Tax	Unit Price	Amount
<u>EQUIPMENT SUPPORT SERVICES - DEPOT REPAIR</u>								
	DATA COLLECTION: INTOUCH	06-MAR-16 - 06-MAR-17	366		12			2,928.12
	OPTIONS: INTOUCH	06-MAR-16 - 06-MAR-17	366		12			1,338.60
Subtotal 2016-2017								4,266.72

Currency USD

ATTACHMENT D2

To StdAgrAmd3_KRONOSINC_20150723_NR



297 Billerica Road
Chelmsford, MA 01824
(978) 250-9800

Remit To:
Mail Checks To:
PO BOX 743208
ATLANTA, GA 30374-3208

Electronic Transfer TO:
Bank of America
ABA 121000358
Account 1499687277

ILL TO: 6106138
COUNTY OF MONTEREY
58 W ALISAL ST FL 1
SALINAS, CA 93901

SHIP TO: 6106138
COUNTY OF MONTEREY
168 W ALISAL ST FL 1
SALINAS, CA 93901

PROFORMA FOR RENEWAL CONTRACT	
1189585 R05-NOV-14	
DATE 23-Jun-15	PAGE 3
Purchase Order Number	
Sales Order Number	
PSA NUMBER	ENGAGEMENT NUMBER
CONTRACT NUMBER 1189585 R05-NOV-14	CASE NUMBER
SOLUTION ID 6106138	SIGNATURE DUE DATE
TERMS Net 30 Days	

ITEM NO.	Description	Date	# of Days	Licenses	Qty	Tax	Unit Price	Amount
EDUCATIONAL SERVICES								
	KNOWLEDGE PASS	06-MAR-15 - 05-MAR-16	366		1			2,368.94
Subtotal 2015-2016								2,368.94

ITEM NO.	Description	Date	# of Days	Licenses	Qty	Tax	Unit Price	Amount
EDUCATIONAL SERVICES								
	KNOWLEDGE PASS	06-MAR-16 - 06-MAR-17	366		1			2,463.96
Subtotal 2016-2017								2,463.96

**PLEASE NOTE: SUPPORT SERVICES ARE SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX
DUE WILL BE REFLECTED ON THE INVOICE**

SUBTOTAL	49,220.37
PAST DUE BALANCE	\$0.00
LESS PAYMENTS	0.00
SHIPPING /HANDLING	0.00
TAX	-
TOTAL	\$49,220.37

COUNTY OF MONTEREY

Signature: _____
Name: _____
Title: _____
Date: _____

KRONOS INCORPORATED

Signature: Tami Brzenk
Name: TAMI BRZENK
Title: BUSINESS ANALYST
Date: 23-JUL-15

**AMENDMENT #2 TO THE SALES, SOFTWARE LICENSE AND SERVICES
AGREEMENT #A-12184 BY AND BETWEEN
COUNTY OF MONTEREY & KRONOS, INCORPORATED**

THIS AMENDMENT #2 to the Sales, Software License and Services Agreement A-12184, hereinafter referred to as "AGREEMENT", is made and entered into by and between **Kronos, Incorporated**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter "the County"; and

WHEREAS, on March 2, 2012 County entered into Agreement A-1218¹ with CONTRACTOR for implementation of a time keeping and scheduling system; and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT previously on April 12, 2013 via AMENDMENT #1; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT by the Board of Supervisor approval of 10 %; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

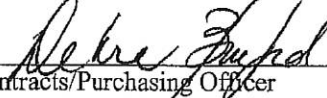
1. "Attachment 2 attached hereto reflects additional services to be performed by CONTRACTOR for the implementation of TeleStaff Add-on Auctions. The total amount payable by County to CONTRACTOR is amended by the increase of \$39,500 for the AGREEMENT amount not to exceed the sum total of \$434,500.00."
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #2 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT #2 shall be attached to the original AGREEMENT executed by County on March 02, 2012.

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Kronos, Inc., and County Sheriff
Amendment #2 to Agreement
Page 1 of 3
SRT_JJS_010614

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No.2 on the day and year written below.

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 1/16/14

Approved as to Fiscal Provisions:


Deputy Auditor/Controller


Dated: 1-16-14

Approved as to Liability Provisions:

Risk Management

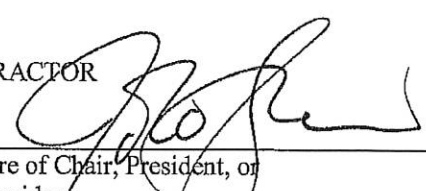
Dated: _____

Approved as to Form:


Deputy County Counsel

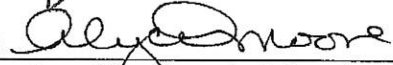
Dated: 1/16/2014

CONTRACTOR

By: 
Signature of Chair, President, or
Vice-President

John O'Brien
Sr. Vice President, Americas
Printed Name and Title

Dated: January 7, 2014

By: 
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Alyce Moore
Vice President, General Counsel
Printed Name and Title

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Attachment 2

[Kronos Quote 398270 – 1

and

Monterey County Sheriffs Add-on Auctions SSS BC_112213 R4]



ORDER FORM

Quote#: 398270 - 1
Expires: 24-JAN-2014
Prepared By: Kizilbash, Murtz H

Order Type: Upgrade US
Date: 06-JAN-2014
Page: 1/2

Bill To: Attn:JIM COLANGELO
MONTEREY COUNTY SHERIFFS
168 W ALISAL ST FL 1
SALINAS
CA 93901
United States

Ship To: Attn:JIM COLANGELO
MONTEREY COUNTY SHERIFFS
168 W ALISAL ST FL 1
SALINAS
CA 93901
United States

Solution ID: 6106326

Contact: JIM COLANGELO
Email: ColangeloJJ@co.monterey.ca.us

Payment Terms: N30
Currency: USD
Customer PO Number:

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

Order Notes:

Contact Information:
Jim Colangelo
831-755-3754
ColangeloJJ@co.monterey.ca.us

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 3/2/2012, as amended on 4/12/2013.

The Monterey County Sheriff is part of the legal entity of the County of Monterey (the "County") and is authorized to purchase Kronos products using the County's Sales, Software License and Services Agreement between Kronos and County dated 3/2/2012.

Notwithstanding anything to the contrary contained in the Sales, Software License and Services Agreement between Customer and Kronos, for the professional services set forth on this Order Form and further described in the Statement of Work (the "SOW"), Kronos agrees to complete the services described in the SOW for the fixed fee set forth herein ("Fixed Fee"), unless additional hours are required to complete the services described in the SOW due to a change in the scope of the project, Customer's delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into the SOW. Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in the SOW and the Fixed Fee amount described herein shall be amended as provided in such Change Order. If Kronos has not invoiced Customer for the entire Fixed Fee amount as set forth on this Order Form (or a Change Order, if applicable) prior to completion of the services described in the SOW, upon completion of the services, Kronos will invoice Customer for any remaining fees up to the Fixed Fee amount and Customer shall pay such fees upon the payment terms agreed upon herein.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
TELESTAFF AUCTIONS V2	350	
	Total Price	\$14,875.00

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	1 YR	\$3,272.50
	Total Price	\$3,272.50

*Support values listed above are total for all applicable products in each section of this Order Form

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



Quote#: 398270 - 1

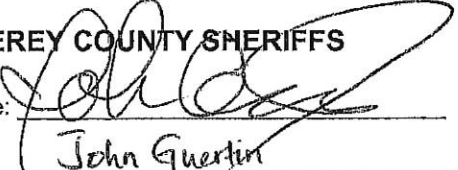

Page: 2/2

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

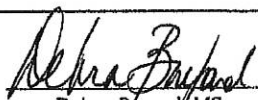
Item	Quantity	Unit Price	Total Price
PROFESSIONAL SERVICES - AUCTIONS CONFIG DEPLOYMENT TELESTAFF	1 Hours	\$18,360.00	\$18,360.00
Solution Consultant	1 Hours	\$18,360.00	
		Total Price	\$18,360.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$36,507.50
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$36,507.50

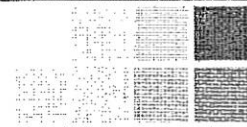
MONTEREY COUNTY SHERIFFS	Kronos Incorporated
Signature: 	Signature: 
Name: <u>John Guertin</u>	Name: <u>John O'Brien</u>
Title: <u>Executive Director - Admin</u>	Title: <u>Sr. Vice President, Americas</u>
Effective Date: <u>1/22/14</u>	Effective Date: <u>January 7, 2014</u>

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 http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.


Debra Blyard MS
Deputy Purchasing Agent
County of Monterey

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



Services Scope Statement

Monterey County Sheriffs

TeleStaff Add-on Auctions

SID 6106326

Salesperson	Celeste Patzold	Presales Consultant	
Expiration Date	1/31/14	SPC/VRT	Bert Carr
Customer Name	Monterey County Sheriffs	File Name Control ID	Monterey County Sheriffs Add-on Auctions SSS BC_112213 R4
PO Required		Project Type	Add-on

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



1 PROJECT SCOPE

This Services Scope Statement (also known as the "SOW") documents the agreement between Kronos Incorporated and Monterey County Sheriffs concerning the services to be performed by the Kronos TeleStaff Solutions Group (TSG), including the deliverables and the cost of the project.

1.1 PROJECT OVERVIEW

Successfully implement and utilize the following products and modules:

1. Auctions

2 PROJECT GUIDELINES

2.1 CHANGE CONTROL

If the Scope of Services defined in this document or the budget of hours for Kronos services changes at any time during the course of this project, Kronos and Monterey County Sheriffs will review and adjust the scope and budget of services through standard Kronos change control procedures.

Please review the Kronos Change Control Policy:

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

2.2 ACCEPTANCE OF DELIVERABLES

Deliverables will be considered accepted by Monterey County Sheriffs unless written notification from Monterey County Sheriffs of errors is provided within five (5) business days of receipt. If written notification of errors is received within five (5) business days after receipt of the deliverable, the deliverable owner will address the reported errors in a revised deliverable. Monterey County Sheriffs will then have an additional five (5) business days to report that all errors have been resolved by the revised deliverable. If written notification of unresolved errors is not received, the deliverable will be considered accepted by Monterey County Sheriffs.

3 IMPLEMENTATION BUILDING BLOCKS

APPLICATION BUILDING BLOCKS

Auctions	
Number of employees licensed for auctions:	350
Number of groups to be configured for vacation bidding:	4
List the vacation bid groups with distinct rules:	jail, patrol, investigations, records
Number of groups to be configured for position/shift bidding:	4
List the position/shift bid groups with distinct rules:	jail, patrol, investigations, records
Number of groups to be configured for roster/vacancy bidding:	1
List the roster/vacancy bid groups with distinct rules:	Entire Department

4 PROJECT COSTS AND RATE SCHEDULES

4.1 PROFESSIONAL SERVICES

Item	Role	Unit	Total
Auctions Configuration (9990058-PRO)	Solution Consultant	1@	\$18,360.00
Estimated Investment for this Project			\$18,360.00

4.2 PROFESSIONAL SERVICES PAYMENT SCHEDULE FOR FIXED PROJECTS

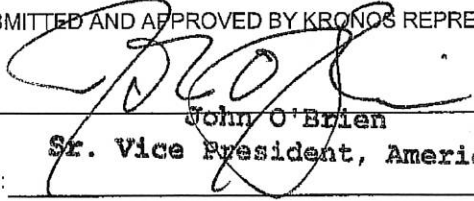
Notwithstanding anything to the contrary contained in the agreement governing professional and educational services between Monterey County Sheriffs and Kronos, Kronos agrees to complete the services described in this SOW for the fixed fee set forth herein, unless additional hours are required due to a change in the scope of the project, Monterey County Sheriffs' delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into this SOW. Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in this SOW and the fixed fee amount described herein shall be amended as provided in such Change Order. If Kronos has not invoiced Monterey County Sheriffs for the entire fixed fee amount as set forth in this SOW (or a Change Order, if applicable) prior to completion of the services described herein, upon completion of the services, Kronos will invoice Monterey County Sheriffs for any remaining fees up to the fixed fee amount and Monterey County Sheriffs shall pay such fees upon the payment terms agreed upon by the parties.



5 SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By:


John O'Brien
Sr. Vice President, Americas

Date:

January 7, 2014

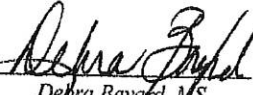
Title:

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

ACCEPTED AND AGREED

Monterey County Sheriffs

By:


Debra Bayard, MS
Deputy Purchasing Agent
County of Monterey

Date:

1/16/14

Title:

Executive Director Admin 1/22/14

Monterey County Sheriffs 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



6 APPENDIX

6.1 ENGAGEMENT GUIDELINES

Please review the Kronos engagement guidelines:

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

6 APPENDIX

6.1 ENGAGEMENT GUIDELINES

Please review the Kronos engagement guidelines:

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

Attachment 2



Statement of Work

Deployment and Advanced Configuration of TeleStaff

Prepared for County of Monterey

Customer Contact:	James Colangelo
Contact Phone:	831-755-3722
Contact E-Mail:	ColangeloJJ@co.monterey.ca.us

Created:	12-2-2011	Expires:	March 2, 2012
Prepared By:	Celeste Patzold Celeste.patzold@kronos.com	Filename:	FF Deployment and Advanced All Options SOW-Monterey County Sheriffs.docx

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1 EXECUTIVE SUMMARY

1.1 DOCUMENT PURPOSE

Kronos is pleased to be considered a human capital management business partner with County of Monterey. The purpose of this document is to provide an outline of the work required and the professional services estimated for your Kronos solution.

This document defines current understanding by Kronos of the engagement's objectives, scope, assumptions, risks and constraints and is based upon information gathered during conversations with County of Monterey during the sales cycle, with the key assumption that Kronos and County of Monterey will jointly staff the project team during the project lifecycle.

This Statement of Work provides a documented basis for making future decisions and for confirming or developing a common understanding of project scope among the stakeholders. Any change to the assumptions in this document or the discovery of increased complexity during the engagement will be considered a change in the scope of the professional services, and will be managed through the Kronos standard change control procedures.

For detailed information regarding project scope and assumptions, project complexity and risk areas, please see the sections of the document after the approval page. Please note that an approval in section 1.3 includes approval of the Statement of Work details and Assumptions and Appendixes sections.

The appendixes of this document also make reference to and provide hyperlinks for the Kronos Engagement Guidelines and Customer Implementation Guide, if applicable.

1.2 PROJECT OVERVIEW

1.2.1 PROJECT GOALS AND OBJECTIVES

County of Monterey is an organization in the Public Sector Industry and has approximately 550 employees across 1 site(s).

This project will be focused on implementing the Kronos workforce management solution in 13 weeks.

This proposal anticipates that the solution will be fully operational in a production environment based upon the project scope detailed in this document and the mutually agreed solution design documentation completed collaboratively during the project.

1.2.2 PROPOSED SOLUTION

The estimated investment included in this Statement of Work is quoted in USD\$:

Item	\$
Professional Services	\$45,080.00
Educational Services Offerings	\$18,950.00
Estimated Investment for This Implementation	\$63,980.00



The Professional Services estimated are based on the following buying scenario:

SOFTWARE AND INTERFACES

Software and Interfaces	Service Type	Optional features to be implemented
Workforce Timekeeper	New v6.2	Cascading Accruals and Pay Codes
Workforce Accruals	New v6.2	
Workforce Integration Manager	New v6.2	

TERMINALS/ACCESSORIES

Terminals/Accessories	Details
InTouch Numeric Terminals	Bar Code 10/100 Mbit Ethernet

PROFESSIONAL SERVICES

The professional services estimated for this project are:

	Hours	\$
Project Management Services	40	\$7,200.00
Implementation Services	202	\$37,830.00
Total:	242	\$45,030.00

The professional services estimate is based on the extensive experience that Kronos has in implementing human capital management solutions using our proven Momentum™ implementation and project management methodologies and tool sets. These methodologies are adaptable and responsive to an individual project's requirements while still providing repeatability and a consistently high quality customer experience.

EDUCATIONAL SERVICES

The minimum recommended investment in educational services is: \$18,950.00

During the project, by means of education and consulting services, a solid knowledge transfer will occur between Kronos and County of Monterey. This knowledge transfer will allow you to take ownership of your new Kronos application.

1.2.3 PROJECT DURATION AND IMPLEMENTATION APPROACH

The project estimates provided in this Statement of Work are based on a deployment that consists of a single phase for the entire organization with 1 phase(s) and 1 Deployment Instance(s) (or Go-Lives). The proposed solution is estimated to have a total duration of 13 weeks. Depending upon County of Monterey's resource availability and project task capability, the duration of the project may need to be extended. This will increase the number of hours required for tasks that are performed on a weekly basis such as managing project communications, managing/updating project plans, facilitating project meetings and updating project status reports.

Depending on the product features designed during the project, the capabilities of the project team, and capacity of the end user community to accept the solution, the project team may recommend additional deployment phases. For example, it may be recommended to initially concentrate on core functionality requirements, followed by optional features after a period of stabilization and acceptance by the customer community, resulting in a more efficient project and improved customer experience. Any mutually agreed-upon changes to the deployment approach will be handled through the Kronos standard change control procedures.

It is assumed that a high level executive will be assigned as an Executive Sponsor and will remain engaged during the full lifecycle of the implementation. The Executive Sponsor will secure resources to support the defined duration of the project, take active part in Project Kick-off and Solution Overview, Phase Reviews and completing Milestone sign-offs. This level of Executive involvement will allow for cost containment resulting in an increased Return on Investment (ROI) and avoid unnecessary delays.

A Remote delivery method will be used for this implementation. These are the benefits of this approach;

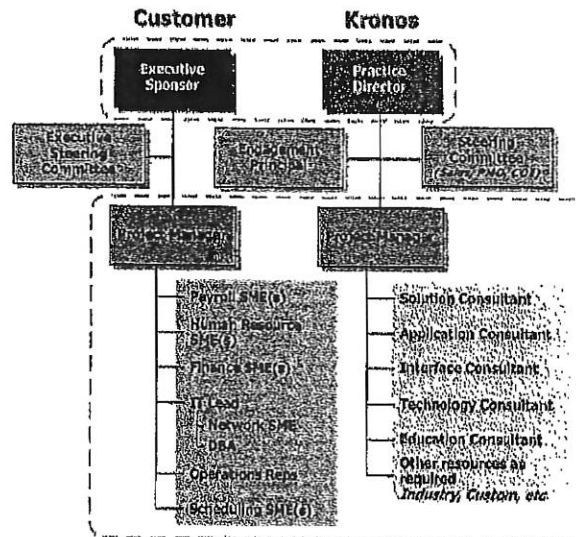
- Minimal impact on your business due to staffing resources based on the needs of our customer which incorporate the best use of onsite and virtual interaction
- An efficient implementation process won't waste your time with starts and stops. We'll deliver a solid plan using a seasoned team of experts
- We offer a variety of convenient training options to fit any budget - at your desk, at our offices, or at your location

TRAVEL EXPENSES

Billable travel expenses will be charged pursuant to the terms and conditions contained within the KRONOS SALES, SOFTWARE LICENSE AND SERVICE AGREEMENT or the KRONOS SUBSCRIPTION PROGRAM AGREEMENT, AS APPLICABLE. Resources may be used for the project that requires the payment of airfare, lodging and other related travel expenses. For additional information, see the Engagement Guidelines link in the Appendixes section of this document.

1.2.4 RESOURCE REQUIREMENTS

This project involves shared risk by both Kronos and County of Monterey. Our Kronos experience has shown that the project team needs to be aware of its level of involvement in the implementation of the Kronos solution as the project is being planned. A sample organizational chart for the project is provided for your review:



1.2.4.1 Roles and Responsibilities

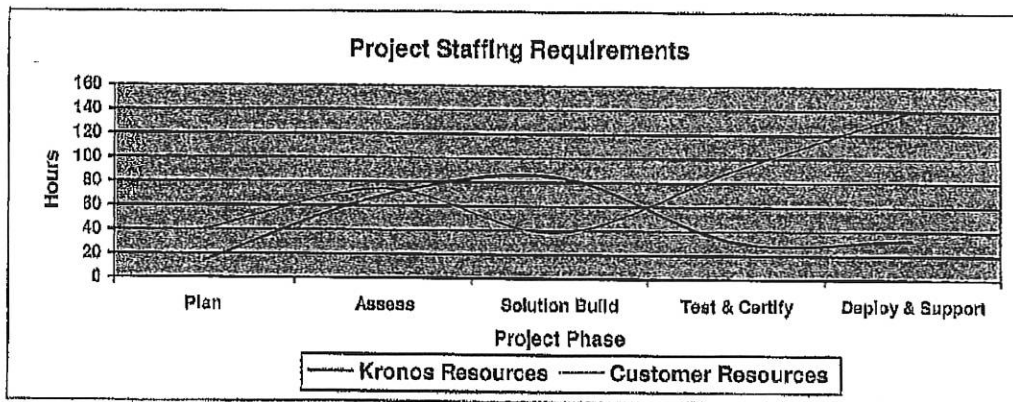
Based on Kronos Implementation experience, the following roles are critical for the successful implementation of the Kronos system in your organization:

For Workforce Central Implementations please refer to the Customer Implementation Guide for a detailed listing of roles and responsibilities.

Role	Suggested Qualifications
Executive Sponsor	Experienced in leading organizations through change and developing communication plans. Ability to commit time to be engaged prior to starting the project and must remain committed during the full lifecycle of the implementation. Ability to take part in Phase Reviews and Milestone sign-offs.
Project Manager	Experienced project manager with successful track record.
Functional Team	These individuals, such as the HR manager or specialist, payroll manager or specialist, etc., are responsible for executing the project tasks on time and within the quality guidelines and for developing and reviewing all project deliverables.
Payroll Subject Matter Expert	Complete comprehension of your time, attendance, and payroll policies. Strong oral and written skills.
Human Resources Subject Matter Expert	Complete comprehension of your organizational structure, salary grades, job positions, benefits, union contracts, employee handbook, human resource actual practices, and human resource documented policies and reporting needs. Strong oral and written skills.
Technical Lead	Experienced with databases, Web servers, application servers, backups/restores, and database performance tuning.
Technical Team	Should have a good understanding of the customer's applications, the network, the underlying technical environment and tools, and the business/functional environment and requirements.
Database Administrator (optional)	Experienced with performance tuning, backup and recovery plan creation, implementation of database engines and maintenance of test and production environments.
Network Administrator (optional)	Knowledge of the organization's network, future plans, and outstanding issues or problems. Technical knowledge of network connectivity, and strong network troubleshooting skills.
System Administrator (optional)	Experienced system administrator knowledgeable in the operating system(s), administration rights, etc. (recommended to have two years of experience).
Help Desk Lead/Workforce Central Configuration Master (optional)	Knowledgeable in Windows based applications. This individual will also complete the requisite Kronos courses to configure, maintain and support the Kronos software.
Webmaster (optional)	Knowledgeable in Apache, Sun ONE, or Microsoft Internet Information Server.
Interface Specialist and Report Writer (optional)	Knowledgeable in the data flow requirements of systems to be interfaced. Has experience with major report writer – preferably Crystal.
Training Lead (optional)	Experienced in adult learning and defining/creating user procedures to successfully roll out the system implementation.

In some organizations, the resource available in one organizational role may be able to cover more than one project role. If any of the customer specified roles are not available in your organization, please contact your Kronos representative as this may impact the professional services required, or the implementation approach recommended to complete a successful project for your organization.

Common risks in any project surround customer resource availability due to competing priorities from daily tasks and other responsibilities. The customer level of effort (as displayed below) is intended to give you a general idea of the amount of time your team members should plan on devoting to the project compared to the Kronos resources throughout the project phases.



Upon completion of the Assess Phase, the Kronos project team will work with County of Monterey to complete a detailed project plan for the remainder of the project. Following the completion of the project plan baseline, standard change control processes will be used to communicate any changes to the budget or timeline.



1.3 SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: [Signature] Date: 2/22/2012

This Statement of Work is subject to County of Monterey's agreement with Kronos governing Professional and Educational Services. By signing below, County of Monterey's authorized representative agrees to purchase the services described herein.

Very truly yours,

Kronos Incorporated

ACCEPTED AND AGREED

County of Monterey

By: _____ Date: _____

Title: _____

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2 STATEMENT OF WORK DETAILS

2.1 SOLUTION ASSUMPTIONS

The following solution details have been discovered through analysis with County of Monterey throughout the sales cycle and form the scope by which this project will be managed. Additional assumptions have been made, where necessary, in order to estimate the professional services required for County of Monterey's solution.

Solution analysis and design may be performed during the Assess Phase(s) of the project in order for both parties to mutually agree on the Solution Design. If the solution or assumptions defined in this document change, Kronos and County of Monterey will review and adjust the project scope and budget accordingly through standard Kronos change control procedures. Where applicable throughout this section, if not specifically stated as "Kronos to Implement" County of Monterey is responsible for the implementation or configuration.

2.1.1 GENERAL IMPLEMENTATION INFORMATION

Item	Total	Kronos to Implement
No. of Employees	550	550
No. of Sites	1	1
No. of Unions/Awards	0	0

2.1.2 WORKFORCE TIMEKEEPER

CORE FUNCTIONALITY

Item	Scope and Assumptions
Functional Group Analysis	County of Monterey has approximately 3 functional group(s), and Kronos is to implement 3 of these. Any remaining functional group(s) will be configured by customer resources. In order to clearly define the pay/work rules configuration for the implementation, Kronos will perform 0 analysis (Product Design) for the Workforce Timekeeper™ application. County of Monterey is responsible for all identification of, interpretation of, and compliance with any applicable laws, regulations, and statutes that affect the project and configuration.
Pay Policy Definition	Pay policies will be clearly defined by County of Monterey for Kronos resources prior to configuration.
Pay/Work Rules Configuration	The estimated number of pay/work rules is 8 and Kronos is to implement 8 of these. Any remaining pay/work rules will be configured by customer resources.
Basic Accrual Policy Configuration	The estimated number of basic accrual rules is 0 and Kronos is to implement 0 of these. Any remaining basic accrual rules will be configured by customer resources.
Overtime Rules Configuration	The estimated number of overtime rules is 2 and Kronos is to implement 2 of these. Any remaining overtime rules will be configured by customer resources.
Shift Differentials Configuration	The estimated number of shift differentials is 2 and Kronos is to implement 2 of these. Any remaining shift differentials will be configured by customer resources.



Item	Scope and Assumptions
Historical Data Loads	Historical time and attendance data will not be loaded into Workforce Timekeeper.
Visual Theme Customizations	The customization of the visual theme of Workforce Central is limited to that of a shallow theme. Documentation is provided in order for County of Monterey's graphic designer to make more in depth customizations to the theme.
Employment Terms	The use of employment terms for Holiday Profiles and Duration Pay Codes is included. Use of Employment Terms to support contract employees that involves the overriding of person record attributes or the use of Work Hours Definition is not within the scope of this document. A further examination of how Contract Employees are to be implemented is necessary.
Data Collection Method(s)	Workforce Employee WTK, InTouch Numeric Terminals

OPTIONAL FEATURES TO BE IMPLEMENTED

Item	Scope and Assumptions
Generic Data Access Profiles	Generic data access profiles will not be included in this implementation. Generic data access profiles allow you to restrict access to specific pay rule and accrual rule configuration data from users who create and update these policy rules in different areas of your organization. Generic Data access profiles are most likely to be used by multinational companies that wish to "hide" one country's policies and configuration from another country's configuration users. Additional hours may be required to implement generic data access profiles. If this feature is needed, a separate, more in-depth discovery will be conducted, and additional hours may be required.
Standard Reporting	This Statement of Work includes time to configure the Standard (Basic RDLC) version of the Workforce Central reporting solution using Microsoft Reports Definition Language Client (RDLC). Kronos will provide all the necessary software components to run basic reports with what the Workforce Central installation provides. SSRS is not included in the scope of this project.
Cascading Pay Codes	Hours are included for cascading pay codes (the ability to draw hours from one or more accrual balances in a predetermined order).

2.1.3 NEXT GENERATION USER INTERFACE

Item	Scope and Assumptions
Environments	Kronos will install and configure the Next Generation User Interface in up to 2 Workforce Central environments.
Navigators	<p>Kronos will implement the Industry Baseline Package for County of Monterey.</p> <p>The NGUI Industry Baseline package includes the implementation of up to 4 Navigators pre-designed for use by customers in the Public Sector Industry. The NGUI Industry Baseline Package may reference products or functionality that are not configured or deployed in County of Monterey's Workforce Central environment. In this instance, Reference to those products and functionality will be omitted from the delivered Navigators.</p> <p>A Navigator is a view into Workforce Central designed for a particular role in an organization (i.e. Scheduling Manager, Payroll Manager, etc). Each navigator can be configured with up to 14 widgets. A widget is a self-contained pane on a navigator that helps the user to complete a specific task.</p>
Project Scope	<p>The widgets included on a Navigator rely on Workforce Central functionality. For example, the ability to use the Call List widget is dependent upon the Workforce Scheduler Call List being installed, configured and working properly in Workforce Central.</p> <p>Unless otherwise noted, any Workforce Central configuration changes that are requested or recommended while implementing the Next Generation User Interface are outside the scope of this statement of work.</p>

2.1.4 TIMEKEEPER TERMINALS

CORE FUNCTIONALITY

Item	Scope and Assumptions
Terminal Configuration and Installation	10 terminal(s) have been purchased. Kronos will be responsible for the configuration for 2 terminal(s). County of Monterey is responsible for the physical installation of all Timekeeper Terminals and installing all terminal options and Employee enrollment with Kronos Touch ID, if applicable.
SSL	Device communication configuration does not include using SSL (Secure Sockets Layer).
NAT	Device communication configuration does not include using NAT (network address translation).
Smart Views	Device configuration does not include standard Smart View configuration.

2.1.5 WORKFORCE ACCRUALS®

CORE FUNCTIONALITY

Item	Scope and Assumptions
Calculated Accrual Policy Configuration	The estimated number of calculated accrual rules is 2 and Kronos is to implement 2 of these. Any remaining accrual rules will be configured by customer resources.

2.1.6 WORKFORCE INTEGRATION MANAGER

CORE PRODUCT

Item	Scope and Assumptions
General Assumptions	<p>Kronos will:</p> <ul style="list-style-type: none"> Install the Workforce Integration Manager™ module on all Workforce Central application servers Install Workforce Integration Manager – Interface Designer on 2 Windows machines Assess and configure generic data access profiles and functional access profile to accommodate Workforce Integration Manager users
Mapped Folder/Connections Configuration	Hours are included for Kronos to configure Mapped Folder/Connections.

2.1.7 INTERFACES

Interfaces	Scope and Assumptions
Type From To Interface Name	Employee Demographics Import CGI advantage Workforce Timekeeper CGI advantage To WTK -Employee Import
Type From To Interface Name	Pay Data Export Workforce Timekeeper CGI advantage WTK To CGI advantage- Payroll Export

CORE PRODUCT

Item	Scope and Assumptions
Interface Discovery	<p>The interfaces identified may require additional discovery which may result in a change in the scope of this project.</p> <p>The interfaces designated as "Discovery Only" include only assessment hours to develop interface specifications. Change order(s) will be presented to County of Monterey for additional development test and support hours for these interfaces.</p>
Data Files	<p>When Kronos provides data via an interface to a non-Kronos system, Kronos will provide an export file. The data will consist of elements contained within the database. It is County of Monterey's or the third-party's responsibility to import that data file to update the appropriate database. County of Monterey will work directly with all third-party vendors during assessment and testing. If Kronos is to lead these conversations for County of Monterey, additional effort and scope will be required.</p> <p>When a non-Kronos system provides data via an interface to Kronos, it is County of Monterey's responsibility to get a file created that can be imported to the Kronos system. If the import interface is listed above, then Kronos will complete the import to the Kronos system. If the import interface is not listed above, additional hours can be arranged through the Kronos change control procedures.</p>
ODBC Connections	The source and/or destination systems support available ODBC connections.
Test Data and Testing	County of Monterey will provide test data and all necessary interface file layouts/interface formats. The customer will also be responsible for testing all interfaces, including testing the results to/from third-party providers. The test results will be shared with Kronos.

2.1.8 TECHNOLOGY

Item	Scope and Assumptions
Technology Resources	County of Monterey is responsible for providing and installing all hardware, operating system software, database software and non Kronos-provided software necessary for the operation of the Kronos application. County of Monterey should provide appropriate technical resources to minimize any technology risks identified throughout the implementation.
Database	The database will be installed on SQL Server. If the database is Oracle RAC additional services may be required. County of Monterey is responsible for installation of the database software such as Oracle or SQL Server with the recommended service packs.
Application Server Software	JBOSS - Kronos Provided on 1 server(s) or images. If the application server is Oracle, WebLogic, or WebSphere, additional services may be required.
Operating System	Microsoft Windows
Supported Systems	Not all operating systems, application server software, Web browsers, etc., are supported for all Workforce products and features. Please contact your Kronos technical representative for detailed information.
Environments to Be Utilized During Implementation	Production Test County of Monterey understands that Kronos recommends a minimum of two environments i.e., Test and Production
Additional Technology Factors	LDAP (Lightweight Directory Access Protocol) will be used as a security authentication method. A load balance configuration is recommended if two or more application servers are implemented. County of Monterey has advised that they will not utilize load balancing. County of Monterey will not be utilizing a DMZ (demilitarized zone) for security purposes. Single sign-on will not be setup to have user's network login credentials be used to access the Kronos application(s). SSL (Secure Sockets Layer) will not be utilized to encrypt information passing back and forth from the Kronos application.
Server Specifications	County of Monterey will provide hardware server specifications to Kronos resources for all servers that will be involved in the implementation, based on the Kronos' Hardware Recommendations Report.
Remote Connectivity	When Kronos resources are working remotely, they will have access to County of Monterey's Kronos system via a mutually agreed-upon standard.

2.2 PROFESSIONAL SERVICES

2.2.1 PROJECT MANAGEMENT LEVEL OF SERVICE / ESTIMATED SERVICES

The project management service offerings; project support, project management and program management have been reviewed and based on discussions regarding the solution and technology complexities, as well as on the customer internal dynamics, the "Project Management" level of service will be used for this project.

The Customer Project Manager under this level of support will partner with the Kronos Project Manager to align the desired project outcomes, producing key results related to the critical Workforce Management business needs. The Customer Project Manager assists the Kronos Project Manager by managing



Customer Team member responsibilities as necessary for success in the overall implementation process; however, Kronos leads the Kronos Team members and the overall implementation process.

This level of support is suggested when the Customer Project Manager has experience leading by directing, coaching, and facilitating Customer Team resources. Usually having a background in resource evaluation and staffing, change management, and team building, the Customer Project Manager monitors the progress and completion of project milestones towards achieving the project completion date. He or she also helps resolve any surprises or concerns that may arise during the implementation.

Should the level of required project management services increase, or should there be an extension to the project duration, additional services can be purchased through the Kronos standard change control procedures. For Workforce Central implementations and more information regarding project management services, please refer to the Customer Implementation Guide in the Appendixes section.

SERVICES IMPACT

Product/Service	Hours
Workforce Timekeeper	156
Workforce Accruals	26
Workforce Integration Manager	12
WTK Terminals	4
Pay Data Export-WTK To CGI advantage PayData	24
Employee Demographics Import-CGI advantage To WTK as Demo	20
Total	242

2.3 EDUCATIONAL SERVICES

Kronos Educational Services offers a full schedule of classes in the virtual classroom to give guided instruction on how to best utilize the software. More advanced and technical courses are offered in the traditional classroom at locations across the country. All Kronos courses are designed with extensive hands-on practice exercises to reinforce new skills and concepts.

Training points allow you to plan and budget training for your organization, yet give you flexibility to select specific courses to meet your implementation and continuing education needs. Training points can be used toward instructor-led training in the virtual classroom, in the traditional classroom, and for customer exclusive training. Pricing for public classes, both virtual and in a Kronos classroom, is based on one student per paid seat. Pricing for each private event is based on a daily rate for the number of planned attendees. If additional students attend training, additional fees may be incurred.

Kronos recommends the best practice of having at least two individuals from your organization receive training on the Kronos solution. Selecting one primary and one backup resource from within your functional and technical teams ensures adequate coverage in the event of an urgent change or support request or employee turnover.

For complete course descriptions, objectives, and pre-requisite information, please see the Kronos Education learning paths that your Kronos salesperson will provide, or visit <http://www.kronos.com/Support/Education.htm>.

Kronos provides training on the most recent version of the applications so some content may differ from the installed version.

2.3.1 EDUCATIONAL SERVICES SUBSCRIPTION - KNOWLEDGEPASS™

KnowledgePass is an online educational portal that provides 24/7 anytime-anywhere access to in-depth training content to help your employees maximize productivity and achieve their goals: from implementation to



optimization. Gain instant access to helpful tutorials, job aids, in-depth, hands on tools, webinars, and educational documents to help your team succeed. Use KnowledgePass to:

- Prepare for, practice and reinforce what you learned during Implementation training
- Assess new features and prepare for upgrades
- Prepare your end users for the deployment of your Kronos solution
- Train new hires
- Reinforce and refresh skills

Note: New features and upgrade training for the project team is now available in KnowledgePass. A subscription to KnowledgePass is required to access this training. Standard release courses are available if KnowledgePass is not purchased.

KnowledgePass offers the convenience of online learning with the cost savings of a subscription service and unlimited access to all components and content included in KnowledgePass, including:

- **Interactive hands-on simulations:** to refresh your skills and reinforce those that you learned in your Kronos classes
- **Sandbox:** to practice on a live system what you learned during your implementation classes and to test drive new features
- **Tutorials:** to onboard new users
- **Job aids:** to quickly reference when performing common tasks
- **Step/Action Tables:** to provide you extra support when performing your tasks
- **Concepts:** to learn or review key Kronos product concepts
- **Training kits:** to tailor your own end user training
- **Ask-the-Instructor:** to connect with one of our expert Kronos instructors
- **Business Professional References (Books24x7):** to stay current on topics impacting workforce managers

KnowledgePass offers tools for end users to easily build the learning path that meets their needs. Training managers can use the KnowledgePass tools to define learning paths for their end users and track their progress. And, you can manage your users' profiles, adding and modifying them as you need.

2.3.2 SELECTED TRAINING

Course Name	# of Seats/Qty	Points	Total Points
Workforce Timekeeper			
The Kronos 4000 Series Terminal Employee Training Kit (Included in KPASS)	UNLIMITED	0	0
WTK 6.2 Administering the Application	2	1200	2400
WTK 6.2 Architecture & Technology	1	1300	1300
WTK 6.2 Configuring & Managing Pay Rules	1	2400	2400
WTK 6.2 Handling Timeoff Requests (Included in KPASS)	UNLIMITED	0	0
WTK 6.2 Managing Timecards & Preparing for Payroll	2	1000	2000
WTK 6.2 Managing Timecards & Schedules (Included in KPASS)	UNLIMITED	0	0
WTK 6.2 Monitoring Overtime (Included in KPASS)	UNLIMITED	0	0
WTK 6.2 Project Team Fundamentals	1	500	500
Writing & Integrating Standard WTK 6.x Reports	1	2600	2600
WFO 6.2 Using Organizational Jobs (Included in KPASS)	UNLIMITED	0	0
Workforce Absence Management			
WAM 6.2 Config & Managing Accruals	2	1200	2400
Workforce Integration Manager			
WIM 6.1/6.2 Basic Interface Programming	1	3250	3250

TRAINING POINT SUMMARY

Part Number	Total Points	Price Per Point	Extended Price
TRAINPTS	16850	\$1.00	\$16,850.00

2.3.3 EDUCATIONAL PRODUCTS

Product Name	Part Number	Qty	Price	Total Price
Educational Services Subscription - KnowledgePass	8602748-001	N/A	\$2,100	\$2,100.00
Total				\$2,100.00

2.3.4 END USER EDUCATION HAS NOT BEEN INCLUDED

Kronos is committed to your organization's implementation. Educating your end users is vital to the success of any project. Industry measurements suggest that an end user without adequate training may take nearly five times longer to achieve the same skill level as a trained employee. Effective training gives your employees the skills and competencies they need to increase their expertise and productivity. This level of training helps ensure adoption of your Kronos solution. Although we highly recommend an end user training solution your organization has opted to not be provided one at this time. Please know we are committed to your end users and you may, at any time, engage a Kronos Education Consultant to conduct an Education Needs Assessment for guidance in this area.

2.3.5 RECOMMENDED TRAINING NOT INCLUDED IN PROJECT SCOPE

Course Name	Part Number	Price/Points
Workforce Devote Manager and the Kronos Series 4000 Terminal	TRAINPTS	1200
WIM 6.1/6.2 Advanced Interface Programming	TRAINPTS	2600

2.4 PROFESSIONAL SERVICES BY ROLE

This table outlines the professional services related to project implementation. It represents the services by role, rate and part number that have been identified throughout this Statement of Work.

Role	Ordered	Rate	Total
Project Manager (9990002-ONL)	40	\$180.00	\$7,200.00
Application Consultant (9990002-ONL)	160	\$180.00	\$28,800.00
Technology Consultant (9990002-ONL)	42	\$215.00	\$9,030.00
TOTAL	242		\$45,030.00

3 APPENDIXES

3.1 ADDITIONAL REFERENCE DOCUMENTS

3.1.1 ENGAGEMENT GUIDELINES

For information related to Kronos' Engagement Guidelines, please point your browser to <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> for information relating to:

- Professional Services and Educational Services Policies
 - Cancellation Policies
 - Change Order Process
 - Travel

3.1.2 CUSTOMER IMPLEMENTATION GUIDE

For Workforce Central Implementations please refer to the Kronos Customer Implementation Guide for information relating to:

- Implementation Methodology Tasks and Preparatory Information
- Detailed Project Resourcing Outlines
- Project Management Services and Processes
- Kronos Education
- Professional Services Policies and Procedures including non-business hour rate structure

Note: If the Kronos Customer Implementation Guide was not provided with this Statement of Work, please contact your Kronos sales executive for a copy.

**AMENDMENT #1 TO THE SALES, SOFTWARE LICENSE AND SERVICES
AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & KRONOS, INCORPORATED**

THIS AMENDMENT #1 is made to the Sales, Software License and Services Agreement, hereinafter referred to as "AGREEMENT", for implementation of a time keeping and scheduling system services by and between **Kronos Incorporated**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter "the County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add services by an Integration Consultant as agreed upon at no additional cost to the County by revising section 2.4 in the Statement of Work.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. "Section 2.4 Professional Services By Role" in the AGREEMENT's Statement of Work shall include the addition of **Attachment 1 to Statement of Work** attached hereto which reflects the addition of services by an Integration Consultant at no additional cost to the County..
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT #1 shall be attached to the original AGREEMENT executed by the County on 03/02/12.

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Kronos Inc., and County Sheriff
Amendment #1 to Agreement
Page 2 of 2

PROJECT CHANGE ORDER FORM

Customer Name	COUNTY OF MONTEREY	Solution ID	6106138
Billing To	6106138 COUNTY OF MONTEREY 168 W ALISAL ST FL 1 SALINAS CA 93901 US	Ship to	6106138 COUNTY OF MONTEREY 168 W ALISAL ST FL 1 SALINAS CA 93901 US
Customer Contact	JIM COLANGELO	Phone/Fax/Email	831-755-3754 ColangeloJJ@co.monterey.ca.us
Payment Terms	Net 30 Days	Customer PO	
Kronos Reference		Sales Person	Brenda Lyle
Project	5153	Contract Type	Estimate
Previous Order		Operating Unit	KRONOS US OU

PROJECT BUDGET ESTIMATE					
Billing Role	Item	UOM	Qty Minus Decreases	Rate	Ext Amount
Integration Consultant	9990002-ONL	HR	80	\$0.00	\$0.00
				\$	
				\$	
				\$	
				\$	
		TOTALS:	80.00		\$0.00

ALL INFORMATION SIGNATURES: All information herein is the property of Kronos and shall remain confidential and shall not be disclosed to any third party without the written consent of Kronos.			
Customer Project Manager James Colangelo	* Signature	Date	
Kronos Project Manager Vickie Jackson	* Signature	Date	

Comments: Estimated hours to be utilized for TeleStaff Integration. If additional support or complexity is needed that will exceed (80) hours of effort a review will be required prior to moving forward.
--

Order Management Information Only			
Change Order processed in Kronos		Change Order processed in Kronos	

KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT

Rev KR-022811.1

County of Monterey ("Customer") and Kronos Incorporated ("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.

The parties hereby agree that the total contract value is \$318,246.73 for the products and services listed on Orders #265433 & 267092.

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.

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 relicense or 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 Customer's Travel and Expense Policies attached as attachment A of this Agreement. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos to deliver purchased professional services and/or educational services in accordance with the Customer 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 California 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.
- (l) Kronos, its agents, employees and subcontractors shall perform the services in a safe and skillful manner and in compliance with the all applicable laws and regulations.
- (m) Kronos shall not use the Customer premises, property (including equipment, instrument or supplies) or personnel for any purpose other than in the performance of the performance of its obligations under this Agreement.

20. TERMINATION

- (a) Termination for Breach. For any breach of this Agreement by Kronos which cannot be cured by repair, replacement or re-performance, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Kronos, provided Kronos has not cured such breach during such thirty (30) day period. Upon such termination, Customer shall be entitled to pursue its remedies at law or in equity consistent with the terms of this Agreement.
- (b) Termination for Convenience: The Customer may terminate this Agreement for convenience by providing a thirty (30) day prior written notice to Kronos. In the event of such termination, the Customer shall pay Kronos for the services performed and the Products delivered up to the effective date of termination and shall not be entitled to a refund of any pre-paid services.

21. INSURANCE

At all times during the provision of on-site services to Customer, Kronos will maintain insurance with policy limits in accordance with the certificate provided to the Customer and will deliver to Customer from time-to-time, within a reasonable time after Customer's written request, evidence of such insurance. Kronos agrees to add the Customer as additional insured during the provision of the on-site services.

22. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended to be or should be construed as evidence that any of Kronos' employees are employed by Customer in any way. Kronos acknowledges that it is at all times acting as an independent contractor under this Agreement and not as an agent, employee, or partner of Customer or its subsidiaries or affiliates. Neither Kronos nor any of its employees or agents shall be considered an employee or agent of Customer or its subsidiaries or affiliates. Nor shall any partnership, co-venture or joint-employer relationship be created or implied by virtue of this Agreement or the performance of the services. The parties intend that this Agreement will not create a partnership for tax purposes. In no event will Kronos be deemed to be the agent or legal representative of Customer or its subsidiaries or affiliates, and Kronos will have no authority to assume or create any obligations, or make any representations, on behalf of Customer or its subsidiaries or affiliates.

23. NON DISCRIMINATION

During the performance of this Agreement, Kronos and its subcontractors performing services in relation with this Agreement, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, marital status, age (over 40), or sexual orientation, either in Kronos' employment practices or in the furnishing of services to recipients. Kronos shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Kronos and its subcontractors shall in the performance of this Agreement, fully comply with all applicable federal, state and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated shall not be deemed to be prohibited discrimination.

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

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DATED: _

CUSTOMER: COUNTY OF MONTEREY

BY: 

NAME: Michael E DeBaz

TITLE: _

CONTRACTS/PURCHASING OFFICER
COUNTY OF MONTEREY

3-212

KRONOS INCORPORATED

BY: Mary Lavoie

NAME: Mary Lavoie

TITLE: cm Specialist

2/21/12

Mary Lavoie, Order Processing Admin
Mar 5 2012 3:04 PM

Mary Lavoie

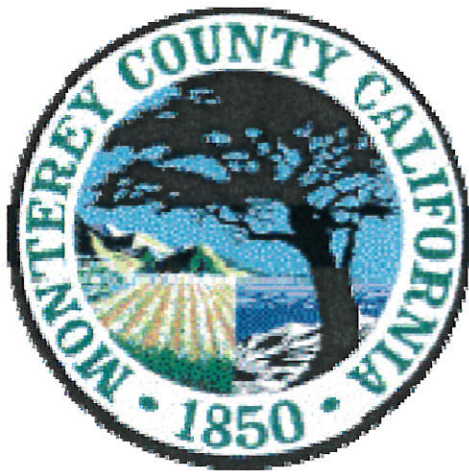
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Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Phone: (978)250-9800

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ATTACHMENT A
CUSTOMER TRAVEL AND EXPENSES POLICY

See document attached County of Monterey, Travel Policy, revised on November 1, 2008.



TRAVEL POLICY

Revised November 1, 2008

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I. PURPOSE

The purpose of this policy is to strengthen existing and add new internal controls by establishing uniform travel policies, rules and claiming procedures for persons authorized to travel on County business.

II. SCOPE

The County travel policy applies to all County employees, members of legislative bodies established by the Board (salaried or not) as authorized by the Board, non-County employees (such as contractors) whose travel expenses are reimbursed by the County and volunteers traveling on County business.

III. DEFINITIONS

Unless the context otherwise requires, the definitions contained in this part govern the construction of this policy. They do not necessarily apply in other County contexts.

A. County

"County" means the County of Monterey.

B. County Business

"County business" means the activity directly related to the necessary and required business functions of the County. It does not include travel related to an employee's participation in the County's Educational Assistance Program or commuting expenses (a non-reimbursable expense).

C. County Employee

"County employee" means any County officer or employee, whether elected or appointed, filling a budgeted position approved by the Board of Supervisors. Independent contractors and their employees are not County employees.

D. County Traveler

"County traveler" means any County employee, authorized non-County employee (such as a contractor) or volunteer traveling on County business.

E. County Volunteer

"County volunteer" means a person other than a County employee who performs volunteer work authorized by a department or the Board of Supervisors for the County, such as a department volunteer, a commissioner or a member of an interview panel. It does not include inmates, wards or probationers working for the County.

F. Home

"Home" means the actual dwelling place of the County traveler without regard to any other legal or mailing address.

G. Main or Regular Place of Work

"Main or regular place of work" means the principal place of business for the County employee or the principal location to which the County volunteer/contractor is assigned to work for the County. This may be the place at which s/he spends the largest portion of his/her regular County workday or working time or, in the case of field workers, the assigned location/headquarters to which s/he returns upon completion of regular or special assignments.

H. Temporary Work Location

"Temporary work location" means the place where the County employee, volunteer or contractor is assigned on an irregular or short-term basis, generally a matter of days or a couple of weeks at most. County travelers attending conferences, meeting or training sessions away from the main or regular place of work or field workers conducting fieldwork at off-site locations does not normally constitute assignment to another site. This policy does not cover temporary living expenses and would not apply to reimbursement for expenses at a "Temporary work location" of more than a couple of weeks. If assigned for more than a couple of weeks, the new location has become the main or regular place of work.

I. Vehicle

"Vehicle" means a motor vehicle, which can be legally operated on public highways.

IV. AUTHORIZATION TO TRAVEL

A. General Conditions

1. Travel will be authorized only when the travel is necessary and in the best interest of the County.
2. Advance authorization is required for all County travel, as specified in B & C.
3. Advance written authorization from the County Administrative Officer is required

for all County travel by County volunteers, except as follows:

- a) Travel by appointed members of County boards, commissions, or advisory committees to and from the official meetings of their respective boards.
- b) Travel to and from the County for members of personnel interview panels, subject to authorization by the Human Resources Department.
- c) Travel to and from meetings, conferences and training covered by the County MHSA plan, subject to authorization by the Behavioral Health Program Manager or designee.

B. In-County Travel

County employees are authorized to travel within the County when said travel is required by the department and is considered a part of the routine, day-to-day official duties of the employee as defined and authorized by the department head or his/her designee. All other in-County travel requires advance authorization by the department head or his/her designee.

C. Out-of-County Travel

1. All travel outside of the County, but within the State of California, requires advance authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.
2. All travel outside of the State of California requires advance written authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.
3. Authorization for out-of-state travel by current members of the Board of Supervisors is subject to the guidelines established by the Board.

D. Travel Requests

1. Travel requests that require department head authorization shall be submitted to the department head pursuant to department policy. If the traveler is requesting a travel advance, an approved "County of Monterey Travel Request" form (usually in the form of a "white claim"), accompanied by all documentation relative to the request, shall be forwarded to the Auditor-Controller.

V. TRAVEL EXPENSES

A. General Conditions

1. County travelers are entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals for authorized travel, subject to the conditions set forth in this travel policy, whenever the expenses are incurred as part of his/her official duties and authorized because the County traveler is required to:
 - a) work, attend a school, training, meeting or convention overnight at a location sufficiently distant from main or regular place of work to qualify under this policy for meal per diem and overnight lodging; or
 - b) attend a meeting in the performance of his/her official duties in which a meal is served.
2. Notwithstanding Section 1 above, claims shall be paid subject to the rules set forth in this policy and statutory law. Eligibility to submit a claim does not automatically entitle the claimant to reimbursement for any and all expenses.
3. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the County Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources to travel. Said travelers shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the conditions set forth in this travel policy.
4. Arrangements for transportation, lodging or registration fees that have cancellation or change penalties shall be carefully monitored by the department. If cancellation/change occurs due to direction by the County traveler's department head, or his/her designee, or the County Administrative Officer, the County department will cover the penalty cost. If the cancellation/change occurs due to a traveler's personal request or obligations, the traveler will be required to pay the penalty. Exceptions shall be made when a traveler is unable to travel because of hospitalization, serious sickness or death of self or an immediate family member or when the department head certifies that the reason for the employee's absence was legitimate and authorized.

B. Transportation Expenses

1. General Conditions

- a) Transportation expenses are the direct costs related to movement of the County traveler from authorized point of departure to destination of travel and back to the authorized point of return.
- b) All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation required by the occasion.
- c) Whenever a time frame is established as criteria for eligibility for claiming,

such as the requirements set forth for meals in Section V, subsection C. 1. d., estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

2. Vehicle Transportation

Vehicle use (both County-owned and private) by County travelers during the conduct of official County business is subject to the County Vehicle Use Policy.

a) Private Vehicle

- (1) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel.
- (2) County travelers who travel in a vehicle other than their own may not claim mileage for business use of a private vehicle but may claim reimbursement of actual fuel expenses necessary for the trip and expended by the traveler. Receipts are required and should be claimed by the employee actually paying the expense.
- (3) County travelers may not claim mileage for business use of a private vehicle in the following instances:
 - (a) when the County traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
 - (b) when the County traveler is traveling in a County or other government agency vehicle;
 - (c) when the County traveler is traveling in a rented vehicle (paid by County);
 - (d) when the County traveler is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.
- (4) County employee mileage to the regular or main place of work from home, and back, is considered commuting and may not be claimed.
- (5) County employee mileage to the temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
 - (a) if the County employee is required to report to the regular or main place of work before reporting to the temporary work location, s/he

is eligible for mileage from the regular or main place of work to the temporary work location;

- (b) if the County employee is required to report to the regular or main place of work after working at the temporary work location and before going home, s/he is eligible for mileage from the temporary work location to the regular or main place of work.
- (6) Mileage in conjunction with authorized County travel to and from a school, training, convention or meeting shall be based on the distance to the destination from the traveler's home or the regular or main place of work, whichever is less, except in the following cases:
- (a) if the traveler is required to report to his/her work location before leaving, s/he is eligible for mileage to the school, training, convention or meeting from the work location.
 - (b) if the traveler is required to report to his/her work location before returning home, s/he is eligible for return trip mileage based on the distance from the school, training, convention or meeting to the work location.
- (7) Appointed members of County boards, commissions, or advisory committees may claim mileage to the official meetings of their respective boards from home, and back.
- (8) Members of personnel interview panels may claim mileage to the panel location from their regular or main place of work, and back.
- (9) When two or more County travelers from the same department are traveling to the same site by vehicle, they should use only as many vehicles as are required to accommodate the number of travelers and business needs of the County. If a County traveler chooses to use a separate private vehicle because of personal preferences or obligations, h/she shall not be eligible for mileage or fuel reimbursement for the travel unless the department head determines that reimbursement is appropriate and justified.
- (10) If a County traveler chooses to use a private vehicle instead of an alternative mode of transportation chosen by the department head because of personal preferences or obligations, his/her mileage reimbursement shall not exceed the cost of using the alternative mode of transportation unless the department head determines that the additional reimbursement is appropriate and justified.

b) County Vehicle Transportation

- (1) County travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.
- (2) County travelers required to fuel a County vehicle at their own expense should claim the actual fuel costs expended by them. Receipts must accompany the claim. Vehicle license number and the odometer reading should be written on the receipts.
- (3) If the County vehicle experiences mechanical failure, the County traveler shall follow the rules set forth in the "Mechanical Failure" section of the "Vehicle Operator's Handbook" located in the glove compartment of each County vehicle.

c) Rental Vehicle Transportation

- (1) Vehicles may be rented for transportation at the destination point when the County traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.
- (2) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
- (3) If more than one County traveler from the same department is traveling to the same function, only one rental vehicle may be claimed and then only if it is available for use by all of the County travelers.
- (4) The County traveler shall choose the least expensive size and mileage limits appropriate to the use required by the County traveler(s). Rental expenses for luxury cars, motorcycles and recreational vehicles may not be claimed.
- (5) Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County. Rental cars should be returned to the renting location and on time to avoid additional charges.
- (6) When traveling domestically the County traveler shall waive additional vehicle insurance (except for additional driver coverage and coverage for drivers under 25 years of age, if such coverage is applicable), provided that the employee has his or her own vehicle insurance coverage. When traveling internationally additional insurance should be accepted if the traveler lacks other similar coverage.

- (7) An original car rental receipt showing the number of days and type of vehicle rented is required for vehicle rental claims. A copy of the receipt or a credit card receipt alone is insufficient.

d) Commercial Carrier Transportation

- (1) County travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). Reservations should be made as far in advance as possible to take advantage of available discounts and special offers. Travel agents that have added ticket handling charges should be avoided.
- (2) Claims for travel via commercial carrier shall be limited to the cost of travel at economy rates for the same day and time of travel or actual cost, whichever is less. County travelers may upgrade tickets, provided that the traveler and not the County pay for the difference in cost for such upgrade. The County will not reimburse any type of travel insurance unless the Department Head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable.
- (3) Claims for commercial carrier tickets shall be substantiated by an original ticket document (such as an e-ticket or passenger receipt ticket copy) showing the price, date, date/time of travel and class of travel. A copy of the credit card receipt or statement from a travel agency alone is insufficient.
- (4) County business traveler may retain frequent flyer/hotel rewards and similar program benefits. However, participation in these programs must not influence flight/hotel/etc. selection, which would result in incremental cost to the County beyond the lowest available airfare/hotel cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteer denied boarding compensation may be retained by the traveler but no additional cost to the County or interruption of County work is allowed and any additional time required to complete the trip is to be personal time.
- (5) Should a Saturday night stay reduce the cost to the County of a ticket more than the total of any additional hotel/meal/parking cost, the costs to do so are reimbursable to the traveler but should be well documented with a clear savings to the County.

e) Private Aircraft Transportation

- (1) Traveling by private aircraft which is flown by a County employee may be authorized if it will be the most efficient means of travel and the flight is incidental to the purpose of the County travel. Said use shall require the advance written approval of the County Administrative Officer. If approved, the following must be provided to the Auditor-Controller's Office in advance of the travel:
 - (a) a copy of the pilot's Federal Aviation Administration (FAA) pilot's certificate and instrument rating for the category and class of aircraft to be flown and the type of flying to be performed;
 - (b) a copy of the pilot's current medical certificate;
 - (c) a copy of the FAA Pilot Proficiency Award Program certificate issued to the pilot within the twelve months prior to the flight;
 - (d) a copy of the pilot's flight log showing a minimum of 250 hours of flight time within the twelve months prior to the flight;
 - (e) a certificate of public liability and property damage insurance of not less than \$1,000,000 naming the County as an additional insured.
- (2) Traveling by private aircraft, which is flown by a non-County employee, except for flights conducted by members of the Sheriff's Air Squadron in the performance of their official duties, is normally prohibited.
- (3) County travelers who operate a private aircraft in connection with approved County travel may be reimbursed the actual cost paid by the traveler for fuel used by the aircraft on the trip or the County's mileage rate for each air mile at the travelers option.

f) Other Transportation Expenses

- (1) The following necessary transportation expenses may be claimed at actual cost (receipt required) when directly related to transporting the County traveler to and from the destination point:
 - (a) taxi, shuttle, or public transit fares;
 - (b) parking fees, airport long-term parking is required for travel exceeding 24 hours;
 - (c) bridge, road or ferry tolls;
 - (d) other actual transportation expenses determined to be reasonable and

necessary by the department head and the Auditor-Controller.

(2) The following transportation expenses may not be claimed:

- (a) traffic and parking violations;
- (b) emergency repairs or non-emergency repairs on non-County vehicles;
- (c) personal travel while at an out-of-County location;
- (d) other actual transportation expenses determined to be unreasonable or unnecessary by the department head or the Auditor-Controller.

C. Meal Expenses

1. Eligibility for Meals

- a) County travelers on in-County travel are not eligible to claim for meals taken within the County, unless provided for in other County policies.
- b) County travelers on out-of-County travel that does not require an overnight stay away from their home are not eligible to claim for meals taken outside the County, unless provided for in other County policies.
- c) County travelers on out-of-County travel that requires an overnight stay away from their home are eligible to claim for meals taken out-of-County.
- d) County Travelers who are eligible to claim for meals pursuant to the conditions set forth in this policy (authorized and approved travel requiring overnight lodging) are subject to the following time frames for the first and last day of travel:
 - (1) Breakfast may be claimed if County traveler must reasonably be away from home because of County business at or before 6:00 a.m. and ending after 10:00 a.m. Lunch can also be included if travel ends after 1:00 p.m. and dinner if travel ends after 7:00 p.m.
 - (2) Lunch may be claimed if, because of County business, travel must commence before 11:00 a.m. and ending after 3:00 p.m. Dinner can also be included if travel ends after 7:00 p.m.
 - (3) Dinner may be claimed if a County traveler must commence travel before 5:00 p.m.

- (4) Snacks between meals may not be claimed.
- e) Purchasing and/or claiming for meals for federal, state or local public officials or employees is prohibited, including any other Monterey County Employees.
- f) County travelers are not eligible to claim meals or other expenses for those persons who are not otherwise eligible to file a claim themselves for County reimbursement.
- g) County travelers are not eligible to keep per diem allowances for anyone other than themselves.

2. Meal Claims

- a) The County maximum full day meal and incidental expenses rate shall be equal to the maximum federal per diem meal and incidental expenses (M&IE) rate established by the GSA. Said maximums include taxes and gratuities.
- b) Meal expense amounts shall be calculated by the Auditor-Controller for first and last partial days of travel based on the maximum federal per diem meal rate for the appropriate meal(s).
- c) Claims for out-of-County meals taken in conjunction with travel that includes an overnight stay away from the traveler's home shall be reimbursed in the form of a "per diem allowance", which means the traveler is eligible to be reimbursed at the maximum rate allowed and receipts are not required (except for Board of Supervisor Members). Partial days shall be reimbursed at the appropriate meal rate.
- d) Meal costs may only exceed the prescribed per diem rates if the meal is being served at a conference or workshop and the costs of the speaker, conference, and/or registration are included in the price. The agenda/brochure or other documentation describing the event and the price must accompany the claim to the Auditor-Controller's Office.
- e) A County traveler may not claim a per diem allowance or reimbursement for any meal, which is provided, or otherwise available to the County traveler with the lodging or function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function or breakfast is included in the cost of lodging, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. For purposes of this section, continental breakfast and meals provided during airline or other commercial carrier travel do not constitute provided meals and do not need to be deducted from the per diem allowance. A County traveler may not claim a per diem allowance for a meal that was paid for by someone else.

- f) If a breakfast is included in the cost of lodging, the traveler may not claim for a breakfast meal; however, s/he may apply the next day's breakfast allowance amount towards the maximum lodging amount. For example, if the maximum lodging amount is \$79.00 and the breakfast allowance is \$8.00, the employee may claim up to a maximum of \$87.00 for lodging. For purposes of this section, continental breakfast does not constitute a provided breakfast meal.
- g) Claiming for alcoholic beverage expenses are prohibited.
- h) As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the lower of the appropriate per diem amount or the actual expense.

D. Lodging Expenses

1. Eligibility for Lodging

- a) County travelers are not eligible to claim for lodging for in-County functions.
- b) County travelers are eligible to claim for lodging for the evening prior to an out-of-County function if the County traveler would otherwise reasonably need to commence travel prior to 6:00 a.m. in order to arrive at the destination at the designated time. For example, if a workshop begins at 8:00 a.m., and there will be three hours of travel time from the authorized departure point, the traveler would be eligible to claim for overnight lodging for the evening prior to the workshop. However, if the workshop begins at 9:00 a.m., the traveler would not be eligible.
- c) County travelers are eligible to claim for the last evening of an out-of-County function if the County traveler would otherwise arrive at his/her home after 9:00 p.m., if s/he left at the conclusion of the function.
- d) If County travelers are eligible to claim lodging for the first and last evenings of an out-of-County trip, they are also eligible to claim lodging for any evenings that fall in between the first and last evenings of the trip.
- e) County travelers are not eligible to claim lodging staying overnight as a guest of friends or relatives.

2. Lodging Claims

- a) Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate), whichever is less. Receipts are required. Taxes are in addition to the Federal Per Diem Rate.

- b) Lodging costs may exceed the County's maximum lodging rate only in the following instance:
 - (1) a conference, meeting or convention is being sponsored by an organization of which the County, the department or employee is a member, the lodging may be claimed at the actual cost if seminars or meetings are to be held at the particular hotel and/or events are scheduled for evening hours, and the department head has given advance written authorization.
- c) An original room folio receipt, showing the number of days and the number of occupants, is required for lodging claims. A copy of the receipt, travel agency statement or a credit card receipt alone is insufficient.
- d) When a room is shared with a fellow County traveler, the expense may either be prorated, and the prorated amount claimed by each County traveler, or one County traveler at the multiple occupancy rate may claim the total expense.
- e) When a room is shared with a person other than a County traveler and said person will also be claiming reimbursement from the County or another source, the amount shall be prorated between the two travelers.
- f) Lodging expense may not be claimed for guests of the County traveler. Where expense for a family member or friend is included in the receipt, the claim must not exceed the single occupancy rate.
- g) Special lodging, such as accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings, shall require advance written authorization of the County Administrative Officer and the Auditor-Controller.
- h) County travelers should inquire when making lodging arrangements whether the County is exempt from Transient Occupancy Taxes (TOT) in the locale where they are staying and should provide the necessary form to the lodging facility, if required to do so to obtain the waiver.
- i) Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
- j) Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room.

E. Registration Fees

Conference, convention and seminar registration and tuition fees may be claimed at the

actual cost, provided that the agenda/brochure or other documentation describing the event, including the price, accompanies the approved claim to the Auditor-Controller's.

F. Other Travel Expenses

1. County travelers are eligible to claim a per diem incidental allowance, limited to the maximum federal per diem incidental rate established by the IRS, for each day of travel requiring an overnight stay away from the traveler's home. Said allowance covers fees and gratuities for persons who provide services, such as food servers and luggage handlers, and does not require receipts (Except for Board of Supervisors Meals). If applicable (such as a Board of Supervisor meal), gratuities are limited to not exceed 15% of the service costs unless billed by a provider's standard policy at a higher rate.
2. County travelers are eligible to claim the following expenses at actual cost, even if they also qualify for a per diem incidental allowance. Receipts are required.
 - a) County business calls (traveler must annotate purpose of call on the bill)
 - b) fax machine charges incurred to send or receive documents for County use.
 - c) copy machine charges incurred to copy documents for County use.
 - d) Internet access connection and/or usage fees away from home not to exceed \$15.00 per day, if Internet access is necessary for county related business.
 - e) other business related expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

VI. CLAIMING PROCEDURES

A. Travel Advance Claims

1. Authorizations and Eligibility

- a) Travel advances are strongly discouraged and are only available to county employees. The issuance of travel advances creates double work for departmental and auditor-controller staff and should only be used if a county travel card can't be used or the employee doesn't have a personal credit card. Board of Supervisor Members are not eligible for travel advances.

The first choice is for travelers to use their personal credit cards to pay their travel expenses and they can be reimbursed before their monthly statement arrives. Secondly, the County has arranged for the use of the Travel Card to pay many travel related expenses. Departments may use their Travel Cards to pay

for airline tickets and conference registration expenses for all of their employees not just the cardholder. Commercial carrier and conference registration expenses should not be considered in the advance calculation. The third choice would be a cash advance, if necessary.

- b) Travel advances require the authorization of the department head or his/her designee, and the Auditor-Controller or his/her designee.
- c) The net amount of the travel advance shall not exceed the following:
 - (1) 75% of the total estimate for the following travel expenses, exclusive of payments made payable directly to the vendor:
 - (a) lodging (documentation, including at least the confirmation number and hotel name should be provided), including hotel parking
 - (b) rental vehicle transportation;
 - (c) per diem meal allowances;
 - (d) long-term airport parking;
 - (e) other out-of-pocket expenses deemed necessary and reasonable by the Auditor-Controller.
 - (2) 50% of the total estimate of reimbursement for mileage for business use of a private vehicle.
- d) A travel advance shall not be issued for a net amount less than \$100.00 nor more than \$2,000.00.
- e) A travel advance shall not be issued more than thirty (30) calendar days in advance of the commencement of travel.
- f) Travelers are not eligible for an additional travel advance if they have an unsettled advance, unless the advances are for travel taken consecutively. In such case, the sum total of the travel advances shall not exceed \$2,000.00.

2. Travel Advance Requests

- a) Requests for travel advances involving travel shall be submitted by the department head to the Auditor-Controller's Office on a completed and signed "County of Monterey Travel Request" form, accompanied by all documentation relative to the request, at least ten (10) working days in advance of the commencement of travel.

- b) After a completed and approved "County of Monterey Travel Request" form is received by the Auditor-Controller's Office, a warrant payable to the County traveler for the amount requested shall be issued, up to the 100% maximum amount allowed pursuant to this County travel policy.

3. Travel Advance Settlements

- a) Within five (5) working days of completion of travel, the County traveler shall submit all receipts for allowable travel expenses to the Department and within fifteen (15) working days of completion of travel to the Auditor-Controller's Office on a completed County claim form. Credit for the travel advance shall be subtracted from the amount owed to the County traveler.
- b) In the event that allowable expenses are less than the amount of the travel advance, the County traveler shall submit the difference in the form of a check or money order made out to the "County of Monterey" with the claim form.
- c) County travelers who cannot provide a required receipt shall reimburse the County for the amount of the money advanced to them for that expense.
- d) Travelers who do not submit the required documentation by the time frames set forth above may lose their eligibility for future travel advances.
- e) Department heads are responsible for ensuring that their employees settle their travel advance claims within the time frames set forth in subsection a) above. Non-compliance may jeopardize advances for the entire department.

B. Prepaid Vendor Claims

1. Vendor Claim Requests

- a) Once travel has been authorized, claims to the vendor may be submitted for lodging and registration fees when there is sufficient time for the check to be processed before the authorized County traveler commences travel.
- b) If the travel requires a "County of Monterey Travel Request" form, the approved form shall be submitted with the claim. If the original has been submitted with a previous claim, then that shall be noted on the claim form and a copy of the form attached.
- c) Whenever possible, the County shall be named as registrant for events to allow transfer of attendance privilege when conflicts prevent the original registrant from attending.
- d) The County will mail the warrant directly to the vendor unless the traveler

requests that the warrant be returned to them to hand carry to the vendor.

2. Vendor Claim Settlements

- a) Each vendor claim must have an original receipt attached in order to settle the claim. The required receipts for vendor claims that have been prepaid shall be forwarded to the Auditor-Controller's Office within thirty (30) calendar days after completion of travel.
- b) Claims paid directly to vendors that are not substantiated by receipts within thirty (30) calendar days of the completion of travel shall be considered to be unsettled travel advances to the County traveler.
- c) Department heads are responsible for ensuring that their employees return their receipts within the time frames established by this policy. Non-compliance may jeopardize the department's ability to have travel expenses paid in advance.
- d) In the event that all or a portion of the prepaid cost to a vendor is reduced after the check has been processed, the County traveler is responsible for ensuring that the entire difference is returned to the County within the time frames established for settling the claim.

C. Travel Reimbursement Claims

- 1. After completion of travel, the County traveler shall submit a completed County claim form to the department head for authorization. After review and authorization, the department head shall submit the authorized claim, together with any required receipts, to the Auditor-Controller's Office. Said claim shall be received by the Auditor-Controller's Office within thirty (30) calendar days of the completion of travel.
- 2. The traveler shall not be reimbursed until s/he has signed the certification for the claim that is required by the Auditor-Controller's Office.
- 3. The Auditor-Controller's Office shall review the claim for compliance with applicable County policies and procedures. If approved by the Auditor-Controller's Office, the claim shall be processed and a check sent to the claimant within ten (10) working days. If denied, or denied in part, the department's contact person will be notified immediately. The Auditor-Controller has the final decision on allowable expenses.
- 4. No reimbursement for travel shall be paid to the employee until all required receipts for the travel claim have been filed with the Auditor-Controller's Office.
- 5. Travel reimbursements are to be paid via warrants and not to be paid via petty cash.

D. Mileage Claims

1. Whenever travel requires advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the same claim form as the other expenses that apply to that travel. The only exception is if mileage is the only expense of the trip, in which case the traveler may claim the mileage on the monthly "Mileage Reimbursement" claim form.
2. Whenever travel does not require advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the "Mileage Reimbursement" claim form.
3. Mileage claims shall be submitted monthly, unless the total for the month is less than \$50.00, in which case the claim may be held for an additional month. However, the claim must not be held over to the next month more than twice, regardless of the dollar amount.
4. All mileage claims for the last month of the fiscal year must be processed by year-end close.
5. Mileage Claims are to be paid via warrants and not to be paid via petty cash.

E. Reimbursement by Outside Source

1. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources, including a County vehicle, to travel. In such cases, the traveler shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the claiming conditions set forth in this travel policy. Said reimbursement shall be delivered to the Auditor-Controller's Office within thirty (30) days of the receipt of the funds.
2. If a County volunteer or non-employee will be receiving a per diem or other reimbursement of travel expenses from a source outside of the County, the volunteer shall not be eligible to claim or receive any additional reimbursement from the County for the same expenses.

F. Late Claims

If a claim for reimbursement or settlement of a travel claim is submitted after the allowed time frames, the payment to the employee shall not be made until the claim has been reviewed and approved by the Auditor-Controller or his/her designee.

G. Travel Card Use

Subject to the rules contained in the Travel Card Policy, travel expenses (airline, hotel,

vehicle rental, gas, emergency repair of county vehicles and airport parking) may be charged to County of Monterey Travel Cards. Prohibited items include employee meals, room service, movies, cash advances, gift cards of any kind, liquor, tobacco and other items prohibited by the Travel Card Policy. Under no circumstances should personal items (even if reimbursed to the county) be charged to the travel card. Expenses paid on the travel card should not be included on a claim for reimbursement.

VII. INTERPRETATIONS

The Auditor-Controller, or his/her designee, shall be responsible for interpretations of this policy.

VIII. EXCEPTIONS

Exceptions to this policy require the approval of the Auditor-Controller or his/her designee.

IX. CONFLICT WITH RULES

In the event that this County Travel policy is in conflict with another County policy, the policy with the strictest application shall prevail.

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No.: A-12184

- a. Approve and authorize the Purchasing Manager to execute an Agreement with Kronos Incorporated in an amount not to exceed \$395,000 for implementation of a timekeeping and scheduling system;
- b. Authorize the Contracts/Purchasing Officer to approve up to three future amendments to this Agreement where the amendments do not exceed 10% of the original agreement and do not significantly change the scope of work; and
- c. Authorize the Auditor-Controller to increase appropriations and revenues of \$395,000 in the Sheriff's Office Fiscal Year 2011-12 Adopted Budget as detailed below (4/5ths vote required.).....

Upon motion of Supervisor Parker, seconded by Supervisor Salinas, and carried by those members present, effective February 28, 2012, the Board hereby:

- a. Approved and authorized the Purchasing Manager to execute an Agreement with Kronos Incorporated in an amount not to exceed \$395,000 for implementation of a timekeeping and scheduling system;
- b. Authorized the Contracts/Purchasing Officer to approve up to three future amendments to this Agreement where the amendments do not exceed 10% of the original agreement and do not significantly change the scope of work; and
- c. Authorized the Auditor-Controller to increase appropriations and revenues of \$395,000 in the Sheriff's Fiscal Year 2011-12 Adopted Budget as follows:

<u>Fund</u>	<u>Appropriation Unit</u>	<u>Unit</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>	<u>Action</u>
001	2300-SHE001	8242	5035	Public Safety Sales Tax Revenue	\$ 205,400	Increase
001	2300-SHE003	8233	5035	Public Safety Sales Tax Revenue	\$ 189,600	Increase
Total					\$ 395,000	
001	2300-SHE001	8242	6408	Computer Software	\$ 205,400	Increase
001	2300-SHE003	8233	6408	Computer Software	\$ 189,600	Increase
Total					\$ 395,000	

PASSED AND ADOPTED on this 28th day of February, 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, and Parker
 NOES: None
 ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on February 28, 2012.

Dated: February 28, 2012

Gail T. Borkowski, Clerk of the Board of Supervisors
 County of Monterey, State of California

By Denise Hancock
 Deputy



Statement of Work

For the Kronos Workforce Solution 6.2

Prepared for County of Monterey

Created:	11/16/2011	Expires unless SOW signed by:	03/02/2012
Contact Name:	Jim Colangelo	Contact Phone:	831-755-3754
Contact Email:	Colangelo, James J. [ColangeloJJ@co.monterey.ca.us]		
Prepared By:	Nadine Theriault	Filename:	MONTEREY COUNTY SHERIFF SOW nt111611-R1M.doc
Salesperson:	Dean Ellingsen	Tool Name:	EXPERTQuote 6.15
Pre-Sales Consultant:		Control ID:	nt1116110913-R1
*Customer requires a purchase order for: None Needed		Project Type:	New Implementation

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1 EXECUTIVE SUMMARY

1.1 DOCUMENT PURPOSE

TeleStaff Solutions Group (TSG) is pleased to be considered a Workforce Management business partner with County of Monterey. The purpose of this document is to provide an outline of the work required and the professional services estimated for the TeleStaff solution.

This document defines TSG's current understanding of the engagement's objectives, scope, assumptions, risks and constraints and is based upon information gathered during conversations with County of Monterey during the sales cycle, with the key assumption that the TSG and County of Monterey will jointly staff the project team during the project lifecycle.

This Statement of Work provides a documented basis for making future decisions and for confirming or developing a common understanding of project scope among the stakeholders. Any change to the assumptions in this document or the discovery of increased complexity during the engagement will be considered a change in the scope of the professional services, and will be managed through TSG's standard Change Control procedures.

1.2 PROJECT OVERVIEW

All prices shall be stated as firm fixed amounts, except where requested on a different basis.

Comprised of two distinct phases, the TeleStaff implementation process leverages proven methods developed by TSG. County of Monterey is configured and live with TeleStaff during the first phase, ensuring an accelerated return on investment.

The TeleStaff implementation experience brings together County of Monterey staffing experts with the Kronos TeleStaff Solutions Group experts to configure, test and ensure that the scheduling business/union rules required to ensure fair and consistent staffing are correctly setup within TeleStaff. The advantage of this type of project synergy ensures that scheduling rules are defined, setup, and tested in strict accordance to County of Monterey's needs, while promoting product knowledge and confidence that leads to project success.

These proven processes include a project manager working in partnership with County of Monterey's project team as well as detailed project plans, training, and technical support services. Additionally, TeleStaff's project methodology employs project assumptions, a master project schedule, and risk management processes.

- The Deployment phase addresses the immediate scheduling needs of the organization by implementing critical TeleStaff functions and modules such as rosters, personal calendars, person tracking functions, web access, interfaces, and telephony.
- The Advanced phase is designed for customers in a production environment who have had time to assess specific scheduling needs in a live production environment. This plan is a highly tailored implementation project that focuses on adding intelligent staffing options to County of Monterey's production database.
- An experienced TeleStaff project manager is assigned to train and guide the County of Monterey project team through implementation.
- A project plan for each phase is developed and strictly followed by the entire implementation team. A project plan with input from the project sponsor, project lead, and TSG PM. The project plan includes the following sections: Assessment, Planning, Solution Build, Test and Certify, and Deploy and Support.
- Configuration of TeleStaff to meet specific departmental staffing processes and business requirements.

A TSG PM is assigned to support County of Monterey during the deployment of TeleStaff and guide the project to a timely and successful resolution. The TeleStaff deployment process is aimed at implementing features and functionality in a logical, yet accelerated sequence to help County of Monterey to strategically and quickly maximize TeleStaff's time and cost savings benefits organization-wide. Schedulers and other users will enjoy the benefits associated with centralized staffing, processing requests, reporting, conducting emergency recall, and data feeds to the timekeeping downstream system with the deployment of the roster and calendar.

After deployment of TeleStaff in a production environment, County of Monterey transitions to the Advanced phase. During this phase County of Monterey assesses specific scheduling needs in a live production environment. A TSG PM guides County of Monterey through a highly tailored implementation project that focuses on adding intelligent staffing options to the production database. Schedulers and other users will enjoy the benefits of intelligent staffing, including the development of hiring lists based on user-defined fairness criteria.

1.2.1 KEY ASSUMPTIONS

This section details key assumptions that TSG used to develop the project approach, schedule, and project plan.

TSG assumes the Project Sponsor:

- Has ultimate responsibility for the success of the project
- Assists in the preparation and maintenance of the project plan
- Selects the project lead and ensures that this is a dedicated resource for the duration of the project
- Selects the project team and assigns resources as needed for the duration of the project
- Assigns resources to ensure on-going administration and maintenance of TeleStaff once the implementation project is completed
- Has high-level decision-making authority
- Is the escalation path for deficiencies, concerns, or questions from the TSG PM, project lead, project team, and user community
- Implements change management

TSG assumes the project lead:

- Ensures accountability for on-time deliverables as per the project plan
- Owns the daily project management task and is responsible for managing the project and keeping it on track
- Coordinates the project team and ensures tasks are completed on time
- Allocates resources to the project team per the project plan (subject matter experts)
- Works closely with the TeleStaff project manager – daily or weekly as required per project phase
- Escalates to the sponsor on a timely basis, as necessary
- Attends configuration training

TSG assumes the project lead has sufficient time available to lead the project, possesses excellent staffing knowledge, supports the implementation of TeleStaff, and has decision-making authority. TSG also assumes that County of Monterey has considered a contingency plan for the project lead.

Aside from the project lead assignment, the availability of resources has the greatest impact on the success of the project. County of Monterey must ensure the availability of various Subject Matter Experts (SME) in staffing, IT, HR, payroll, etc., as necessary to configure TeleStaff and test the configuration.

1.2.2 PROJECT ASSUMPTIONS

1. County of Monterey management is committed to the standardization of staffing and pay rules that may be required.
2. County of Monterey will configure staffing rules as defined and approved by the project sponsor.
3. County of Monterey management is committed to the success of the project through provision of resources and support as needed.
4. County of Monterey management will have a change management plan in place to help the project team successfully manage change and to minimize resistance to change from the users.
5. Decisions will be made in a timely manner according to the project plan.
6. County of Monterey IT department is aware of the TeleStaff project and supports the implementation plan. IT will provide the necessary support to install and maintain the TeleStaff system.
7. County of Monterey will implement Deployment configuration with one project team.
8. County of Monterey will implement Advanced configuration for two deployment groups. Patrol and Jail project teams will configure with advanced staffing functionality.

1.3 PROPOSED SOLUTION

1.3.1 TOTAL ESTIMATED INVESTMENT

Item	Estimated Investment
Software (TeleStaff, Sybase, Dongles)	71,539.00
1 st Year's Maintenance	Included
Professional Services (Deployment and Advanced)	34,368.00
Estimated Investment For This Implementation	105,907.00
TeleStaff Annual Maintenance	11,103.00
Web Access Annual Maintenance	7,066.00
Sum of yearly fees	18,169.00

Both Parties acknowledge, if customer requires professional services from Kronos for additional Deployment, Advanced Configuration, or Solution Development services related to the Software purchased on this Order Form, the professional services will be billable on a time and materials basis at an hourly rate.

Professional Services Included in this Statement of Work will be invoiced upon signing of the Sales Order, and due per the payment term notes.

1.3.2 ENGAGEMENT PRINCIPAL

The Engagement Principal is a TSG Project Manager (PM) who performs project oversight on the TeleStaff implementation and is responsible for the overall quality and customer satisfaction of the engagement. Activities include some or all of the following:

- Establishes and maintains formal communications with project sponsor.
- Advises customer on recommended solution implementation strategy.
- Oversees engagement planning and performance.

1.4 TRAVEL REQUIREMENTS

Billable travel expenses will be charged pursuant to the terms and conditions contained within the TELESTAFF SOLUTIONS GROUP SALES, SOFTWARE LICENSE AND SERVICE AGREEMENT. In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Also, if any portion of remote services are changed to on-site services, and agreed to by County of Monterey and TeleStaff Solutions Group, an appropriate change in travel hours will occur. Customers shall be made aware of any such instance(s) during the sales or Change Order process.

The total estimated Travel hours for this engagement are:

0

1.5 RESOURCE REQUIREMENTS

This project involves shared risk by both TSG and County of Monterey. TSG's experience has shown that the project team needs to be aware of their level of involvement in the implementation. Common risks in any project surround customer resource availability due to competing priorities from daily tasks and other responsibilities.

In some organizations, the resource available in one organizational role may cover more than one project role. If any of the customer-specified roles are not available in your organization, please contact your TSG representative to explore staff augmentation options. Proper staffing is critical as this may impact the professional services required, or the implementation approach recommended, to complete a successful project for your organization.

Risk Assessment and Management

Description	Mitigation Steps
Project not staffed with adequate resources.	Prepare detailed workplan identifying resources needed to complete project.
CORE team lacks requisite skills and/or commitment to understand system and train others on how to use it.	Coordinate project start-up with staff availability. Ensure key staff are included in CORE team. Transfer out team members who display lack of understanding or who are unable/unwilling to transfer knowledge. Ensure CORE team longevity for duration of project. TeleStaff PM trains the trainers to train others.
Promotion schedule and organizational restructures move key project members off the project.	Obtain commitment from County of Monterey management to assign resources that will remain with the project team. Keep project timeline to a minimum per the project plan.
Lack of communication and sponsorship from project sponsor.	Visible ownership of project from sponsor and frequent, positive communications throughout organization championing project.
Project conflicts with other priorities placed on project team members.	Ensure project priority and timeline are clearly defined. Keep project timeline to a minimum per the project plan.
End-user resistance to change.	Frequent updates on progress through communication channels. Ongoing inside sales from project sponsor and other key managers in organization, throughout duration of project.
Key processing and procedural changes required are not accepted and implemented.	Sponsor owns change management and implements it throughout project lifecycle. Sponsor ensures that change management tasks do not delay project timeline.
Compliance to project schedule is	Prioritize requirements. Maintain firm control over scope.

Description	Mitigation Steps
critical to maintain support and ensure fully budgeted project.	Clearly define deliverables and due dates. Ensure project leads are educated on project management techniques. Keep project timeline to a minimum per the project plan.

1.6 APPROVALS

SUBMITTED AND APPROVED BY TELESTAFF SOLUTIONS GROUP

By:  Date: 7-22-12

This Statement of Work is subject to County of Monterey agreement with TeleStaff Solutions Group governing Professional and Educational Services. By signing below, County of Monterey's authorized representative agrees to purchase the services described herein.

Very truly yours,

Kronos Incorporated

ACCEPTED AND AGREED

County of Monterey

By: _____ Date: _____

Title: _____

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2 DETAILED PROJECT SCOPE AND ASSUMPTIONS

The following solution details have been discovered through analysis with County of Monterey throughout the sales cycle, and form the scope by which this project will be managed. Additional assumptions have been made where necessary in order to estimate the Professional Services hours and tasks required for County of Monterey's solution.

Solution analysis and design may be performed during the assessment and planning phases of the project in order for both parties to mutually agree on the solution design. If the solution or assumptions defined in this document change, TSG and County of Monterey will review and adjust the project scope and budget accordingly through standard TSG change control procedures.

Where applicable throughout this section, if **NOT** specifically stated as "TeleStaff Solutions Group to Implement" County of Monterey is responsible for the implementation or configuration.

The proposed solution estimates will be reviewed weekly by the TeleStaff Solutions Group Project Manager and County of Monterey Project Lead. If the Estimate to Complete (ETC) is deemed larger than the estimated hours remaining due to scope increases or delays, a Change Request will be required.

2.1 CONFIGURATION FACTORS

Configuration Factors for TeleStaff	
Number of employees licensed for TeleStaff:	515 of employees
List the databases to be configured:	Sheriffs
List the deployment groups to be configured in each database:	Patrol, jail, investigations, records, court services, administration, traffic, coroner, lab
Authorities:	Yes
Work Codes:	Yes
Shifts, Shift Groups, Shift Masks, Shift Rotations:	Yes
Ranks, Specialties, Groups:	Yes
Pay Information:	Yes
Formula ID:	Yes
Probation:	Yes
Special Days:	Yes
Deployable units, special events:	Yes
Roster:	Yes
Calendar:	Yes
People Filters:	Yes
Audit Trails:	Yes
Web Access:	Yes
Standard Accruals:	Yes
Standard Payroll Export:	Yes
Canned Reports:	Yes

Configuration Factors for TeleStaff	
Configuration of Components to Include Line Manager, Contact Manager, Task Manager, Import Manager, Fax Manager:	Yes
Number of Gateway Manager message types:	4
Train the trainer for configuration team:	Yes
Configuration Factors for TeleStaff - Advanced Phase	
List the databases to be configured:	Sheriffs
List the deployment groups to be configured in each database:	patrol and jail
Roster Counts/Minimum Counts:	Yes
Vacancy Strategies:	Yes
Pick Lists:	Yes
Configure rules for over time back filling:	Yes
Configure rules for special event or off duty deployment rules:	Yes
Train the trainer for configuration team:	Yes

General Assumptions

The following solution details have been discovered through analysis with County of Monterey throughout the sales cycle, and form the scope by which this project will be managed. Additional assumptions have also been made, where necessary, in order to estimate the Professional Services required for County of Monterey's solution.

Scope and Assumptions
County of Monterey has responsibility for all data cleansing and flat file creation to support interfaces with integrated systems.
County of Monterey understands that all Deployment Groups will be rolled out at the same time and NOT one Deployment Group at a time.
County of Monterey will take ownership of TeleStaff during deployment implementation and maintain it after go-live.
County of Monterey is responsible for any 3 rd party tools needed to build custom reports.

Technology Assumptions

TSG does not take responsibility for hardware purchased by County of Monterey is responsible for implementing and maintaining the technical (hardware/software/network) environment in which TeleStaff operates. As such, County of Monterey is responsible for all environmental considerations including but not limited to operating TeleStaff in virtual environments. County of Monterey is also responsible for configuring firewall and security settings so that TeleStaff and web access components are operational. In addition, County of Monterey is responsible for installation and maintenance of VoIP, digital or analog telephone access. TSG can provide technical information and recommendations but can not be responsible for County of Monterey's unique technology environments.

Following are the MINIMUM specifications required for a TeleStaff server designed to operate the TeleStaff software, database management system and telephony components.

NOTE: The following recommended specs are for a single server running all TeleStaff components.

Item	Scope and Assumptions
Server Specs	<p>Recommended < 1000 Staff – 64-bit OS</p> <ul style="list-style-type: none"> • Quad Core Xeon Processor(s) • 8GB RAM • RAID-5 Storage (At least 16k RPM Drives) – Minimum 250 GB • PCIe slot(s) for Dialogic Card(s) • Any Sound Device
Operating System	<p>The following Operating Systems are currently supported for the Server:</p> <ul style="list-style-type: none"> • Windows Server 2003 • Windows Server 2008 <p>Please note:</p> <ul style="list-style-type: none"> • To utilize more than 3GB of RAM, use Windows Server Enterprise edition. • TeleStaff is not compatible with Small Business Server or Web Edition. <p>Canadian Departments: Operating System must be installed with ENGLISH (US) as the Regional Settings.</p>

2.1.1 ASSESSMENT – DEPLOYMENT

TeleStaff project management support is provided by a Project Manager (PM). The PM assists County of Monterey Sheriff project team to prepare for assessment, planning, solution build, testing and supports County of Monterey team with issue resolution to deployment.

TeleStaff Solutions Group Responsibilities	Customer Responsibilities
<p>TSG Account Executive schedules an introduction call to initiate discussions between Project Sponsor and TSG PM regarding the project goals, objectives, and implementation overview.</p> <p>The TSG PM schedules the project plan, technical, kick-off, and weekly status calls to review:</p> <ul style="list-style-type: none"> • Project Scope • Project Schedule • Implementation Process • Project Team Roles and Responsibilities • Implementation Process • Configuration Training • Testing and Training Strategy 	<p>Identify a project sponsor and project lead.</p> <p>Sponsor participates in an introduction call.</p> <p>Secure customer project team resources.</p> <p>Participate in the kick-off, project plan and technical call.</p> <p>Review implementation and training guides.</p> <p>Review technical requirements.</p> <p>Deliver organizational and daily roster data.</p>

2.1.2 PLANNING – DEPLOYMENT

TSG assists County of Monterey Sheriff project team to ensure all applicable requirements and solution design documents for the TeleStaff configuration are understood and completed.

TeleStaff Solutions Group Responsibilities	Customer Responsibilities
<p>TSG Global Support hosts web conference to install and configure TeleStaff server, dialogic board and dongle. If applicable, phone lines, Web Access, and TeleStaff components are installed at this time.</p> <p>PM instructs project team on how to collect, organize, and format pertinent personnel and organizational data for the creation of the database.</p> <p>PM creates database from completed spreadsheet.</p> <p>Database review call</p>	<p>Complete study of implementation and training guides.</p> <p>Arrange for acquisition and setup of hardware.</p> <p>Collect department and personnel information to complete data spreadsheet.</p> <p>Participate in database review call.</p> <p>Make modifications to database as recommended by PM.</p> <p>Install database on TeleStaff server.</p> <p>Create testing and education plans.</p> <p>Participate in status calls.</p>

2.1.3 SOLUTION BUILD -- DEPLOYMENT

TSG assists project team in building the solution according to County of Monterey's business process and rules.	
TeleStaff Solutions Group Responsibilities	Customer Responsibilities
PM instructs project team on configuration of TeleStaff via multiple web conference calls. Identify data fields in TeleStaff for standard Payroll Export. Build Payroll Export. Identify data fields in TeleStaff for standard Gateway Message. Provide Gateway Manager templates. Train the trainer to review basic staffer usage for the core team.	Attend configuration training and train the trainer web conferences. Customer applies the acquired configuration knowledge and completes solution build tasks in their environment. Identify fields for Payroll Export. Meet with Payroll vendor to establish file format and types. Identify roster data requirements for feed to Gateway Manager. Participate in status calls.

2.1.4 TEST & CERTIFY -- DEPLOYMENT

TSG supports County of Monterey Sheriff project team testing of the configuration, resolves all critical open issues, and plans deployment.	
TeleStaff Solutions Group Responsibilities	Customer Responsibilities
Support project team testing efforts via web conferences.	Finalize Test Plan with appropriate resources to test the configuration. Make configuration changes based on testing results. Certify configuration meets business requirements. Test and validate the data transfer from TeleStaff to standard Payroll Export. Test and validate the data transfer from Gateway Manager to 3rd party vendor.

2.1.5 DEPLOY & SUPPORT -- DEPLOYMENT

TSG helps County of Monterey Sheriff project team transition from a project oriented, pre-production environment to a successful and live production operation supported by TSG Technical Support Group.	
TeleStaff Solutions Group Responsibilities	Customer Responsibilities
Web conference to review how to set up training environment. Web conference to prepare database for production. TSG PM provides initial production support. After production environment is stable, County of Monterey is transition to TSG Global Support.	Develop training materials and roll out plan. Set up training environment. Conduct user training classes. Attend web conference to prepare database for production. Import accrual data, if applicable. Use TeleStaff in parallel for staffing with work codes, schedules, and rosters. Use TeleStaff in parallel with downstream systems feeds, if applicable. Use TeleStaff in production environment.

2.1.6 ASSESSMENT- ADVANCED

Once County of Monterey is complete with the Deployment phase and in production with TeleStaff, they proceed to the Advanced phase. The TSG PM assists the County of Monterey Patrol project team and Jail project team to prepare for assessment, planning, solution build, testing and supports County of Monterey team with issue resolution to deployment of intelligent staffing functionality.
--

TeleStaff Solutions Group Responsibilities	Customer Responsibilities
<p>TSG PM schedules a call to initiate discussions between Project Sponsor and TSG PM regarding the project goals, objectives, and implementation overview.</p> <p>The TSG PM schedules the project plan and weekly status calls to review:</p> <ul style="list-style-type: none"> • Project Scope • Project Schedule • Implementation Process • Project Team Roles and Responsibilities • Implementation Process • Staffing Process Diagrams • Configuration Training • Testing and Training Strategy 	<p>Identify a project sponsor and project lead.</p> <p>Sponsor participates in an introduction call.</p> <p>Secure customer project team resources.</p> <p>Participate in the project plan call.</p> <p>Review implementation and training guides.</p> <p>Review technical requirements.</p> <p>Deliver hiring strategy and minimum staffing documentation for solution build and testing scripts.</p>

2.1.7 SOLUTION BUILD - ADVANCED

TSG assists project team in building the solution according to County of Monterey's business process and rules.	
TeleStaff Solutions Group Responsibilities	Customer Responsibilities
<p>PM leads project team on configuration of Intelligent staffing functionality of TeleStaff at TSG training facility in Irvine, CA.</p> <p>Train the trainer to review Intelligent staffing functionality and usage for the project team.</p>	<p>Patrol project team and Jail project team attend 5 day configuration training at TSG training facility in Irvine, CA.</p> <p>Configure Intelligent staffing functionality via remote connection to department's production server or on a copy of the production database.</p> <p>Customer applies the acquired configuration knowledge and completes solution build tasks in their environment.</p>

2.1.8 TEST & CERTIFY- ADVANCED

TSG supports County of Monterey project teams (Patrol and Jail) testing of the configuration, resolves all critical open issues, and plans deployment of new functionality.	
TeleStaff Solutions Group Responsibilities	Customer Responsibilities
Support project team testing efforts via web conferences.	<p>Finalize Test Plan with appropriate resources to test the configuration.</p> <p>Make configuration changes based on testing results.</p> <p>Certify configuration meets business requirements.</p>

2.1.9 DEPLOY & SUPPORT - ADVANCED

TSG helps County of Monterey project teams (Patrol and Jail) transition Intelligent staffing functionality to the production environment.	
TeleStaff Solutions Group Responsibilities	Customer Responsibilities
<p>Web conference to prepare database for production of intelligent staffing functionality.</p> <p>After testing of intelligent staffing functionality is stable, County of Monterey is transition to TSG Global Support.</p>	<p>Develop training materials and roll out plan.</p> <p>Set up training environment.</p> <p>Conduct staffer training classes.</p> <p>Import legacy data, if applicable.</p> <p>Use TeleStaff in production environment for overtime backfilling of vacancies, and special duty assignments</p>

Client#: 313009

KRONOS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International New England 299 Ballardvale St Wilmington, MA 01887 978 657-5100		CONTACT NAME: PHONE (A/C, No, Ext): 978 657-5100 FAX (A/C, No): 978-988-0038 E-MAIL ADDRESS:															
INSURED Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Ins. Co</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: Zurich American Ins. Co</td> <td>16535</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Ins. Co	25615	INSURER B: Travelers Property Casualty Co	25674	INSURER C: Travelers Indemnity Company	25658	INSURER D: Zurich American Ins. Co	16535	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		6300299P992	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA0292P23514	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP0299P992	10/01/2014	10/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB3C18389714 All other states UB3C18507914 California	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability/E&O		EOC0136902	10/01/2014	10/01/2015	\$2,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employers Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease. Professional liability insurance, if required for the professional services being provided (e.g., those persons authorized by a (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Contracts Purchasing 168 Alisal St 3rd Fl Sid Cato Contracts Natividad Medical Ctr 1441 Constitution Blvd Salinas, CA 93901-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COUNTY OF MONTEREY - VENDOR DATA RECORD (Rev 3-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

1	COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3 rd Floor Salinas, CA 93901 Email: mcvss@co.monterey.ca.us Phone: (831) 755-4990 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. See Privacy Statement and California Non-Resident Withholding Information on next page.
2	VENDOR'S LEGAL NAME (as shown on your income tax return) Kronos Incorporated BUSINESS NAME / DBA (if different from line 1) Kronos Data Systems Incorporated MAILING ADDRESS 297 Billerica Road ADDITIONAL MAILING ADDRESS CITY, STATE, ZIP CODE Chelmsford, MA 01824	SELECT NAME TO BE MADE PAYABLE TO <input checked="" type="checkbox"/> Legal Name <input type="checkbox"/> Alias/DBA <input type="checkbox"/> Both PHONE NUMBER (978) 250-9800 FAX NUMBER (978) 367-5900 E-MAIL ADDRESS info@kronos.com REMIT-TO ADDRESS P.O. Box 743208 REMIT-TO CITY, STATE, ZIP CODE Atlanta, GA 30374
3	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 0 4 - 2 6 4 0 9 4 2 </div> <input checked="" type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE <input type="checkbox"/> S CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> C Corporation <input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> S Corporation <input type="checkbox"/> OTHER: ▶ <input type="checkbox"/> Partnership SOCIAL SECURITY NUMBER (SSN): <div style="border: 1px solid black; padding: 2px; display: inline-block;"> - - - - - </div> <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR	For Tax ID entry instructions, please see next page NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> SUPPLIES/EQUIPMENT</div> <div style="width: 33%;"><input type="checkbox"/> ATTORNEY SERVICES</div> <div style="width: 33%;"><input type="checkbox"/> INTEREST</div> <div style="width: 33%;"><input type="checkbox"/> SERVICES (MEDICAL)</div> <div style="width: 33%;"><input type="checkbox"/> LEGAL SETTLEMENT</div> <div style="width: 33%;"><input type="checkbox"/> GRANTS</div> <div style="width: 33%;"><input type="checkbox"/> SERVICES (NON-MEDICAL)</div> <div style="width: 33%;"><input type="checkbox"/> RENT/LEASE</div> <div style="width: 33%;"><input checked="" type="checkbox"/> OTHER: ▶ Workforce Management Software</div> </div> Are you a former employee of the County of Monterey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are you a Certified Green Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (See information regarding green certification on next page)	
5	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page): <input checked="" type="checkbox"/> California Resident <input checked="" type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> California Non-Resident <input type="checkbox"/> Waiver of State withholding from California Franchise Tax Board attached <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California <input type="checkbox"/> No Services are being rendered, only goods are being provided for payment	CA Form 590 required if your address above in section 2 is a non-CA address CA NON-RESIDENTS: 7% will be withheld from payment unless one of the lower four boxes on left is checked.
6	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey. <div style="display: flex;"> <div style="flex: 1;"> Authorized Representative's Name (Type or Print) Aron Ain Signature </div> <div style="flex: 1;"> Title CEO Date 05/04/2015 </div> <div style="flex: 1;"> Phone Number (978) 250-9800 </div> </div>	

2015 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Payee

Name

KRONOS INCORPORATED

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no
0 4 2 6 4 0 9 4 2

Address (apt./ste., room, PO Box, or PMB no.)

297 BILLERICA RD

City (If you have a foreign address, see instructions.)

CHELMSFORD

State ZIP Code
MA 01824**Exemption Reason**

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Susan Horndahl Director, Tax Telephone (978) 250-9800Payee's signature ▶ *Susan Horndahl* Date May 4, 2015