

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** February 13, 2014

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Purchase Order with Kronos, Inc. for purchase and implementation of an automated public safety scheduling system and related services

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division- Fire Dept.
- 2) Type of Agreement – Purchase Order
- 3) Method of Procurement (RFP, bid, etc.) – Harford County Public Schools of Bel Air Maryland Bid No. 14-JLR-003 through US Communities National Cooperative Purchasing Program. Section 38.40(C)(5) of the City's Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services which are subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, provided however, the goods and services are: (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.
- 4) Term of Contract
 - a) initial – one time purchase
 - b) renewals (if any) – Yes, automatic renewals for successive 1 year periods.
 - c) who exercises option to renew – Both parties unless one party notifies the other party 60 days prior to expiration of its intent not to renew.
- 5) Contract Amount – In an amount not to exceed \$74,430.00. If City exercises option to renew for additional years renewals are at a 4% increase each year.
- 6) Termination rights – For cause or for convenience upon 90 days notice.
- 7) Indemnity/Insurance Requirements – Yes.
- 8) Scope of Services – Contractor shall provide Fire Dept. with an automated public safety scheduling system and related services relating to payroll.
- 9) City's prior experience with Vendor – n/a.

TERM SHEET CONTINUED FOR KRONOS

- 10) Other significant provisions – There is limited warranty for 90 days from delivery.

cc: Wazir A. Ishmael, Ph.D., City Manager