



Legislation Text

File #: ID#17-3826, **Version:** 1

SUBJECT/RECOMMENDATION:

Approve the Cloud Hosting Addendum and the Kronos Addendum to the licensing agreement for software applications, equipment and related services between Kronos Inc in Chelmsford, MA and the City of Clearwater and the Fire and Rescue Department to utilize additional services as outlined in the agreements, and authorize the Fire Chief to execute same. (consent)

SUMMARY:

Clearwater Fire & Rescue has a current agreement with Kronos, a software company providing staffing and scheduling software services. The Fire and Rescue Department uses this software daily and has been using it for more than 10 years.

Under the Cloud Hosting Addendum, Clearwater Fire & Rescue desires to use those Kronos software applications in Kronos' managed cloud environment (Kronos Private Cloud) in accordance with the License Agreement. The addendum shall run for two renewal terms upon execution of new agreements.

The Kronos Addendum Workforce Telestaff IVR Service is an addendum that provides supplemental terms and agreements to the software application that allows Clearwater Fire & Rescue to initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the product. Kronos will provide phone support and software updates and shall commence upon the execution of the Order Form and shall run for 12 months; and will renew upon execution of new agreements.

A purchase order has been issued for this year's renewal of user licenses, computer software maintenance and a one-time software upgrade due to the migration of software to Office 365 Enterprise Suites. The annual user license and software maintenance cost is \$17,725.00 and the onetime cost for the software upgrade is \$ 10,875.00.

Because Kronos Inc. has included an Indemnification clause in the Cloud Hosting Addendum, the Fire Chief cannot sign the addendum without the City Council's approval for him to sign. However, the City's liability in the Indemnification clause has been limited as follows: "Nothing herein is intended to nor shall it be construed as a waiver of any immunity from or limitation from liability to which Customer is entitled under the doctrine of sovereign immunity (Section 768.28, Florida Statutes)."