

# COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

## AGREEMENT SUMMARY:

<b>1. Cooperative/Piggyback Name:</b>	<i>OMNIA Partners</i>
<b>2. Contractor:</b>	<i>Kronos Incorporated</i>
<b>3. Cooperative Agency Agreement Name and Agreement Number:</b>	<i>Workforce Management Systems and Related Products, Services and Solutions: Contract # 18220</i>
<b>4. Cooperative Agency Initial Agreement Term:</b>	Start Date: <i>March 18, 2019</i> End Date: <i>March 17, 2022</i>
<b>5. Cooperative Agency's Agreement-Options to extend:</b>	<i>Three (3) one-year extensions, however the Agreement including any extensions shall not go beyond 6 years as a total term</i>
<b>6. Cooperative Agency Amended Term:</b>	<i>N/A</i>
<b>7. Cooperative Agency Remaining Options to Renew:</b>	<i>Three (3) one-year renewal options remaining</i>
<b>8. City of Stockton Cooperative Purchase Agreement Term:</b>	Start Date: <i>December 28, 2020</i> End Date: <i>December 27, 2022</i>
<b>9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:</b>	Not to Exceed \$52,817.66 for the term of the Agreement.

## AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Workforce Management Systems and Related Products, Services and Solutions: Contract # 18220 ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

2021-01-04-S003 NP

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, taking place on a City purchase order.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from December 28, 2020 through December 27, 2022 unless terminated earlier in accordance with this Agreement by the parties. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not go beyond the term stated in the COOP fully executed amendment.
2. **Insurance:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.
3. **Compensation:** City and Contractor do hereby enter into this Agreement for Workforce Management Systems available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$52,817.66 for the purchase of Cloud Workforce TeleStaff (WFTS). Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.
4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black  
Harry Black, City Manager

CONTRACTOR NAME.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

ATTEST:

Eliza R. Garza  
Eliza R. Garza CMC, City Clerk



APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney,

Legistar 20-7579

*[If Contractor is a corporation, signatures must comply with Corporations Code §313]*

By: John O'Brien  
Signature

John O'Brien

Print name

Title: Chief Revenue Officer

{A complete copy of the original Agreement is available upon request at [procurement@stocktonca.gov](mailto:procurement@stocktonca.gov)}