

CONTRACT AMENDMENT #2
Sealed Bid # 18-6390
Contract #18221

Date of Amendment: June 8, 2020

Owner: Cobb County Board of Commissioners. Cobb County, Georgia
Contractor: Kronos SaaShr, Inc.
Project: Bid # 18-6390, Workforce Management Systems and Related Products, Services and Solutions

Current Contract Term: March 18, 2019 to March 17, 2022

This action amends the current contract dated March 18, 2019, for Sealed Bid # 18-6390. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his/her agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope.

Additional Terms and Conditions as per Appendix C-1

This amendment serves as confirmation that Cobb County Government has approved the modification of terms and conditions per the attached. This amendment will cover the period March 29, 2020 through March 17, 2022.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: Stephan Brie

Title: Interim Purchasing Director

Date: 7/1/20

CONTRACTOR

Kronos SaaShr, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876

Signed: Debra Carriere

Title: Debra Carriere
Order Processing Analyst, Team Lead
Jun 24 2020 9:55 AM cosign

Date: _____

Appendix C-1

Kronos SaaShr, Inc. Modifications to Section C “Payroll Processing Terms and Conditions” of the Kronos Terms and Conditions for Participating Public Entities

The following additional terms shall apply from the effective date of this Amendment:

- 1. SECTION C: The parties hereby agree that the subsections b and c of Section 1.1 of Article 1 of Section C shall be deleted in their entirety and replaced as follows:**
 - “b. Customer will submit the payroll information to Kronos SaaShr in the format and including the information specified by Kronos SaaShr from time to time. Submission is expected to occur two (2) Business Days prior to Customer’s scheduled check date. “Business Day” means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. The deadline for Customer’s submission of payroll is determined by the applicable Funding Method. On the date Customer’s payroll is submitted, if the Funding Method is ACH, then the deadline for submission is 3:00 p.m. Eastern Time; if the Funding Method is Draw Down Wire, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date, and, provided Customer’s payroll is submitted timely, Kronos SaaShr will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. If payroll is submitted after the applicable submission deadline, payroll will be finalized the following day. Submission by Customer of payroll less than two (2) Business Days prior to Customer’s scheduled check date may result in the requirement to utilize the Draw Down Wire Funding Method (for Client who utilize ACH funding), delayed processing of banking, and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Exhibit. Customer shall indemnify, defend and hold Kronos SaaShr harmless from and against claims, losses or any other liabilities arising from or relating to Customer’s late submission of transactions. If Customer has elected for Kronos to provide direct deposit services, Kronos SaaShr will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer’s employee and third-party vendor accounts. If payroll is submitted less than two (2) Business Days prior to Customer’s scheduled check date (by the deadline times set forth above), funds may not be available in employee accounts at the opening of the banking day.
 - c. Customer will notify Kronos SaaShr if Customer is providing instructions to Kronos SaaShr to process payroll on behalf of a third party. Without limitation, Kronos SaaShr is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, orders or similar, as well as any National Automated Clearing House Association (“NACHA”) operating rules (“Applicable Law(s)"). Customer agrees to be bound by the then-current NACHA operating rules. “ACH” means the network used for electronic payments and money transfers, Automated Clearing House. Kronos reserves the right to audit Customer’s compliance with the NACHA operating rules and the terms of this Agreement.”