

SIXTH AMENDATORY AGREEMENT

THIS SIXTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **UKG KRONOS SYSTEMS, LLC**, a Massachusetts limited liability company formerly known as **KRONOS INCORPORATED**, whose address is 900 Chelmsford Street, Lowell, MA 01851 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated December 9, 2008, and amended the Agreement on March 26, 2009, March 20, 2010, January 13, 2014, July 26, 2017, and on March 18, 2020, for the use and support of the Telestaff Scheduling software (the “Agreement”); and

WHEREAS, the Agreement expired by its terms on December 31, 2024, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Section 2 of the Agreement, titled “**TERM**,” is amended to read as follows:

“2. **TERM**: The term of the Agreement (“Term”) shall commence on September 27, 2008, and expire, unless sooner terminated, on December 31, 2025.”

2. Subsection 3(D)(i) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Seven Million One Hundred Ninety-Nine Thousand Six Hundred One Dollars and Eighty-Nine Cents (\$7,199,601.89) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the mutually executed Order Forms. Any services performed beyond those described in the Order Forms are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 9 of the Agreement, titled “**EXAMINATION OF RECORDS**,” is amended to read as follows:

“9. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor

to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.”

4. Section 24 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. Section 33 of the Agreement, titled “**PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS TO PERFORM WORK UNDER THIS AGREEMENT**,” is amended to read as follows:

“**33. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

6. Effective upon execution, a new Section 40, titled “**ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**,” is hereby added to the Agreement and shall read as follows:

“**40. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE:** The Contractor will provide the City its then-current Accessibility Conformance Report for the Telestaff Software and will use commercially reasonable efforts to respond promptly to the City’s requests for information regarding accessibility compliance of its products.”

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

8. This Sixth Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

9. The attached Support Services Quote is hereby incorporated into and made a material part of this Agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number:
Contractor Name:

TECHS-202476384-06 (CE82121-06)
UKG KRONOS SYSTEMS, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: TECHS-202476384-06 (CE82121-06)
Contractor Name: UKG KRONOS SYSTEMS, LLC

By:

Signed by:

Scott Giangrande

09741407C20B419...

Name: Scott Giangrande
(please print)

Title: Lead Order Processing Analyst
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: DENVER FIRE
Solution ID: 6105419
Contract #: 1189120 R02-SEP-24
Date: 25-SEP-2024
Prepared by: Jeana Spivak / US PublicSector4

Bill To: CITY OF DENVER TECHNOLOGY SERVICES
201 W COLFAX AVE DEPT 301
DENVER CO 80202
UNITED STATES

Ship To: DENVER FIRE
745 W COLFAX 3RD FLOOR
DENVER CO 80204-2612
UNITED STATES

Contact: JIM LINDAUER
Email: james.lindauer@denvergov.org

CONTRACT SUMMARY

Contract Period: 01-JAN-2025 - 31-DEC-2025

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	46,687.91	0.00	46,687.91
Total	46,687.91	0.00	46,687.91

Annualized Contract Value: 46,687.91
The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

CITY OF DENVER TECHNOLOGY SERVICES	UKG KRONOS SYSTEMS LLC
Signature:_____	Signature:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____



Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: DENVER FIRE
Solution ID: 6105419
Contract #: 1189120 R02-SEP-24
Date:
Prepared by: Jeana Spivak / US PublicSector4

Bill To: CITY OF DENVER TECHNOLOGY SERVICES
201 W COLFAX AVE DEPT 301
DENVER CO 80202
UNITED STATES

Contact: DEFAULT EMAIL CONTACT
Email: tsfinance@denvergov.org

Ship To: DENVER FIRE
745 W COLFAX 3RD FLOOR
DENVER CO 80204-2612
UNITED STATES

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	UKG TELESTAFF CONTACT MANAGER V7.1+	1,150	01-JAN-2025	31-DEC-2025	365
2	Platinum	UKG TELESTAFF ENTERPRISE V7.1+	1,150	01-JAN-2025	31-DEC-2025	365
3	Platinum	UKG TELESTAFF GATEWAY MANAGER V7.1+	1	01-JAN-2025	31-DEC-2025	365
4	Platinum	UKG TELESTAFF GLOBAL ACCESS V7.1+	1,150	01-JAN-2025	31-DEC-2025	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	46,687.91	0.00	46,687.91



Payment Terms:

Net 30 Days

Currency:

USD

Customer PO Number:

Quote Type:

Renewal

Customer:

DENVER POLICE

Solution ID:

6105110

Contract #:

1189125 R06-SEP-24

Date:

09-SEP-2024

Prepared by:

Jeana Spivak / US PublicSector4

Bill To:

CITY OF DENVER TECHNOLOGY SERVICES
201 W COLFAX AVE DEPT 301
DENVER CO 80202
UNITED STATES

Ship To:

DENVER POLICE
1331 CHEROKEE STREET ROOM 514
DENVER CO 80204
UNITED STATES

Contact:

JIM LINDAUER

Email:

james.lindauer@denvergov.org

CONTRACT SUMMARY

Contract Period: 01-JAN-2025 - 31-DEC-2025

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	81,926.46	0.00	81,926.46
Total	81,926.46	0.00	81,926.46

Annualized Contract Value: 81,926.46
The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

CITY OF DENVER TECHNOLOGY SERVICES

Signature:_____

Name:_____

Title:_____

Date:_____

UKG KRONOS SYSTEMS LLC

Signature:_____

Name:_____

Title:_____

Date:_____



Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: DENVER POLICE
Solution ID: 6105110
Contract #: 1189125 R06-SEP-24
Date:
Prepared by: Jeana Spivak / US PublicSector4

Bill To: CITY OF DENVER TECHNOLOGY SERVICES
201 W COLFAX AVE DEPT 301
DENVER CO 80202
UNITED STATES

Ship To: DENVER POLICE
1331 CHEROKEE STREET ROOM 514
DENVER CO 80204
UNITED STATES

Contact: DEFAULT EMAIL CONTACT
Email: tsfinance@denvergov.org

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	UKG TELESTAFF BIDDING V7.1+	2,000	01-JAN-2025	31-DEC-2025	365
2	Platinum	UKG TELESTAFF BULK DATA EXTRACT V7.1+	2,000	01-JAN-2025	31-DEC-2025	365
3	Platinum	UKG TELESTAFF CONTACT MANAGER V7.1+	2,000	01-JAN-2025	31-DEC-2025	365
4	Platinum	UKG TELESTAFF ENTERPRISE V7.1+	2,000	01-JAN-2025	31-DEC-2025	365
5	Platinum	UKG TELESTAFF GATEWAY MANAGER V7.1+		01-JAN-2025	31-DEC-2025	365
6	Platinum	UKG TELESTAFF GLOBAL ACCESS V7.1+	2,000	01-JAN-2025	31-DEC-2025	365
7	Platinum	UKG TELESTAFF INSTITUTION FOCUS V7.1+	2,000	01-JAN-2025	31-DEC-2025	365
8	Platinum	UKG TELESTAFF SMS MANAGER V7.1+	2,000	01-JAN-2025	31-DEC-2025	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	81,926.46	0.00	81,926.46