

FOURTH AMENDATORY AGREEMENT

THIS FOURTH 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 August 10, 2015, an Amendatory Agreement dated October 6, 2016, a Second Amendatory Agreement dated September 25, 2018, and a Third Amendatory Agreement dated 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 1 of the Agreement, titled “**TERM**,” is amended to read as follows:

“1. **TERM**: The term of the Agreement (“Term”) shall commence on August 1, 2015, and expire, unless sooner terminated, on December 31, 2025.”

2. Subsection 2(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 One Million Two Hundred Twenty-One Thousand Nine Hundred Fifty-Seven Dollars and Twenty-Four Cents (\$1,221,957.24) (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 4 of the Agreement, titled “**EXAMINATION OF RECORDS**,” is amended to read as follows:

“4. **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 14 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**14. 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. Effective upon execution, a new Section 19, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement and shall read as follows:

“**19. 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 20, titled “**ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**,” is hereby added to the Agreement and shall read as follows:

“**20. 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 Fourth 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-202476258-04 (201523625-04)
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-202476258-04 (201523625-04)
Contractor Name: UKG KRONOS SYSTEMS, LLC

By:

Signed by:

Fabrice Pajot

7E4599F8AC5945F...

Name: Fabrice Pajot
(please print)

Title: Sr Mgr. Order Processing
(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 SHERIFF DEPARTMENT
Solution ID: 6122324
Contract #: 1195937 R02-SEP-24
Date: 05-SEP-2024
Prepared by: Jeana Spivak / US PublicSector4

Bill To: DENVER SHERIFF DEPARTMENT
201 W. COLFAX AVE
DENVER CO 80201
UNITED STATES

Ship To: DENVER SHERIFF DEPARTMENT
201 W. COLFAX AVE
DENVER CO 80201
UNITED STATES

Contact: STEPHEN AUBERGER
Email: stephen.auberger@denvergov.org

CONTRACT SUMMARY

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

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	57,003.51	0.00	57,003.51
Total	57,003.51	0.00	57,003.51

Annualized Contract Value: 57,003.51
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.

DENVER SHERIFF DEPARTMENT	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 SHERIFF DEPARTMENT
Solution ID: 6122324
Contract #: 1195937 R02-SEP-24
Date:
Prepared by: Jeana Spivak / US PublicSector4

Bill To: DENVER SHERIFF DEPARTMENT
201 W. COLFAX AVE
DENVER CO 80201
UNITED STATES

Ship To: DENVER SHERIFF DEPARTMENT
201 W. COLFAX AVE
DENVER CO 80201
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 V6	965	01-JAN-2025	31-DEC-2025	365
2	Platinum	UKG TELESTAFF CONTACT MANAGER V6	965	01-JAN-2025	31-DEC-2025	365
3	Platinum	UKG TELESTAFF ENTERPRISE V6	965	01-JAN-2025	31-DEC-2025	365
4	Platinum	UKG TELESTAFF GATEWAY MANAGER V6		01-JAN-2025	31-DEC-2025	365
5	Platinum	UKG TELESTAFF GATEWAY MGR V6 I/F TO WFC		01-JAN-2025	31-DEC-2025	365
6	Platinum	UKG TELESTAFF GLOBAL ACCESS V6	965	01-JAN-2025	31-DEC-2025	365
7	Platinum	UKG TELESTAFF INSTITUTION FOCUS V6	965	01-JAN-2025	31-DEC-2025	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	57,003.51	0.00	57,003.51