

AMENDMENT 2 TO THE SOFTWARE AS A SERVICE AGREEMENT BETWEEN SNOHOMISH COUNTY AND KRONOS INCORPORATED

THIS AMENDMENT 2 TO THE SOFTWARE AS A SERVICE AGREEMENT FOR A TIMEKEEPING AND ATTENDANCE SYSTEM (“Amendment 2”) is entered into as of this 12th day of December, 2023, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Kronos Incorporated, incorporated under the laws of the State of Massachusetts, and duly licensed to conduct business in Washington State (the “Contractor” or “Kronos”).

RECITALS

Whereas, the County and Kronos entered into that certain Software as a Service Agreement executed on September 30, 2021, and amended on September 21, 2022 (the “Agreement”); and

Whereas, the Kronos entity set forth on the cover page and the preamble of the Agreement was stated as “Ultimate Kronos Group, Inc.”; and

Whereas, the parties intended that Kronos Incorporated be the legal entity for that certain Agreement and that it was the authorized signatory of Kronos Incorporated who signed for Kronos Incorporated.

Whereas, the original RFP-17-19SB allows for the expansion of the timekeeping and attendance system to other County departments; and

Whereas, the County published RFP-22-048TB-S to solicit proposals from qualified firms to provide a scheduling and timekeeping software solution that is specialized for the fire / emergency services, operating within a FAA/Aircraft Rescue Fire Fighting (ARFF)/Fire Department – 24/7 environment; and

Whereas, Kronos Incorporated, was selected by the Snohomish County evaluation committee as submitting the highest-ranking proposal to provide a scheduling and timekeeping software solution; and

Whereas, the total estimated cost of this Amendment 2 through the remaining term of the Agreement including extensions and renewals, if any, shall not exceed One Hundred Forty Thousand Nine Hundred Twenty Dollars (\$140,920.00) plus applicable sales tax.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. Exhibit K Telestaff Statement of Work is attached hereto and by this reference made part of the Agreement.

2. Exhibit L Telestaff Order Form is attached hereto and by this reference made part of the Agreement.
3. Section XII, M. (Incorporation of Exhibits) is hereby amended to read as follows:

M. Incorporation of Exhibits

Exhibits A, B, C, D, E, F, G, H, H-2, I, I-2, J, K and attachments, and L referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated by this reference.

4. Section XII, N (Entire Agreement) is hereby amended to read as follows:

This written Agreement and all Exhibits incorporated by reference constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Agreement and any of the attached Exhibits, the precedence of Document shall be as follows:

Agreement

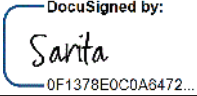
Exhibit J

Exhibits A-G, H, H-2, I, I-2, J, K and attachments, and L

Except as expressly provided in this Amendment 2, all of the terms and conditions of the Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 2 to be duly executed as of the date of the last party to sign.

KRONOS INCORPORATED

By:  Order Processing Analyst
11/28/2023 | 7:49 AM IST

SNOHOMISH COUNTY

By: **Klein, Ken**  Digitally signed by Klein, Ken
Date: 2023.12.08 10:38:46
-08'00'
Snohomish County Executive Ken Klein
Executive Director

RECOMMENDED FOR APPROVAL

By: **Barker, Sheila**  Digitally signed by Barker, Sheila
Date: 2023.11.28
13:41:34 -08'00'
Risk Management

COUNCIL USE ONLY	
Approved	<u>12/6/2023</u>
ECAF #	<u>2023-1019</u>
MOT/ORD	<u>Motion 23-530</u>

EXHIBIT K

UKG TeleStaff Statement of Work

THIS Statement of Work (“**SOW**”) is made part of and incorporated by this reference into the Software as a Service Agreement (the “**Agreement**”) entered into by and between Snohomish County (the “**County**”), and Ultimate Kronos Group, Inc. (the “**Contractor**”) on September 30, 2021.

NOW THEREFORE, it is hereby understood and agreed that all Work shall be pursuant to the provisions, terms and conditions of this SOW, the Agreement, and in accordance with the specifications set forth herein.

1. DEFINITIONS

Capitalized terms used in this SOW and not otherwise defined herein have the meanings defined for them in the Agreement. When used herein with initial capitalization, whether in singular or plural, the following terms shall have the following meanings:

1.1 “Acceptance” and “Accepted”

This shall mean that: (i) the Work and/or deliverables substantially satisfy the functions and Specifications agreed to by both Parties and as described herein; and (ii) the Work and/or deliverables shall be deemed delivered and acceptable by the County, following completion of any acceptance testing with written acknowledgement from the County testifying of acceptance if applicable, after the rendering of Work and the delivery of deliverables as described in this Exhibit and the Agreement.

1.2 “Support”

This means technical, maintenance and support services available from Contractor for any Products, Software, Installation and Work provided and/or performed by Contractor to County; accessible either: onsite in person, by telephone, remotely or online via the internet, 24 hours a day, seven days a week, 365 days a year.

2. WORK

2.1 Scope of Work.

The Contractor shall provide the UKG TeleStaff Scheduling and Timekeeping Software specialized for fire/emergency services operating within a FAA/Aircraft Rescue Fire Fighting Fire Department in a 24/7 environment, configured to adhere to the County’s work rules contained in Collective Bargaining Agreements and County Code, as applicable. The software shall integrate directly into the County’s current payroll software, Workforce Dimensions. Contractor shall coordinate timeline with the current on-going implementation of UKG Workforce Dimensions.

2.2 Contractor Requirements and Deliverables

Upon implementation, the Contractor shall meet all objectives and deliverables as detailed in this SOW, Attachment K-1 Telestaff Scope Statement, Attachment K-2 RFP Requirements, and Attachment K-3 Timeline.

County Acceptance Criteria:

Planning/Requirements/Design:

- (a) Kickoff meeting with Contractor has been completed.
- (b) Production and Non-Production sites have been designed by Contractor and provided to County.
- (c) County staff can access the software with appropriate settings.
- (d) Solution Development Workshop has been conducted by Contractor with County staff and complete Implementation Plan has been reviewed and approved by County.

Import/Configuration/Integration:

- (a) Production and Non-Production sites have been refreshed by Contractor to support testing and training activities.
- (b) County has received live, hands-on training from Contractor and users can confidently use the software.
- (c) Solution is fully developed and configured, and data import has been completed.
- (d) County has completed testing and agrees the software works as designed.
- (e) Integration with UKG Dimensions payroll software and full data integration is complete.

Deployment/Go-Live:

- (a) County staff is sufficiently trained and competently utilizing software features and functions.
- (b) County staff is able to access clear and complete reports in Excel that include data for each staff member by user-defined time period, such as: per month, per pay period, and per year including, but not limited to:
 - a. Leave accrual, earnings, and balances
 - b. Overtime scheduled
 - c. Overtime worked
 - d. Staff schedule roster, including assignment on rig
 - e. Timesheet data
- (c) The software supplied by the Contractor and Accepted by the County performs consistently and without concerns.

3. CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor to provide:

- (a) A primary point of contact to act as Project Manager ("CPM") and work with Snohomish County's Project Manager ("SCPM"), or other designated representative.
- (b) Professional staff to perform or manage the functions described in this SOW. The assignment of such Contractor staff shall be disclosed to County and shall be subject to County's approval. County may direct the Contractor to remove or reassign any staff that the County determines to be unqualified or unsuitable; however, County's right to do so does not implicate County as party to Contractor's obligations in the SOW.
- (c) Weekly status reports as required by SCPM.
- (d) Production and Non-Production sites.
- (e) Kickoff meeting agenda.
- (f) Login credentials, configuration settings review, and security permissions configuration review.
- (g) Virtual training shall be provided to County staff in accordance with section 9, Table 2 of this SOW.
- (h) Access for County staff to 24/7 on-demand virtual training web approach with topic selection

3.2 Contractor Task and Responsibilities:

- (a) Schedule and facilitate the kickoff meeting.
- (b) Coordinate implementation timelines between current UKG Dimensions payroll software implementation project in progress. Timeline for implementation shall be extended if needed to coordinate both projects.
- (c) Design and deploy one Production and one Non-Production site, and refresh both sites to support testing and training activities.
- (d) Conduct one Solution Development Workshop with the County project team.
- (e) Develop and maintain a Project Implementation Plan with a Go-live date and updated Attachment K-3 Timeline for review and approval by the County.
- (f) Ensure adherence to the project scope, schedule, and budget.
- (g) Manage risk, including notifications to the County's Project Manager within 24 hours – via email or phone – when the project scope, schedule, or budget may be impacted, as well as providing mitigation plans.
- (h) Import person and accrual data provided by County.
- (i) Deploy events and assignment templates; data set up provided by County.
- (j) Provide virtual training to County staff in accordance with section 9, Table 2 of this SOW that results in self-sufficient administrators, managers, and employees, and increases the efficiency of the use of the software.

- (k) Manage implementation activities including:
 - software configuration;
 - data import;
 - data integration with UKG Dimensions payroll software and interfaces;
 - testing support; and
 - Go-live support.
- (l) Provide written status reports, which include schedule updates, all reported issues, and their statuses, weekly via email.
- (m) Be available for status calls as requested by County.
- (n) All additional tasks required to achieve the results specified herein.

4. COUNTY'S RESPONSIBILITIES

4.1 County Obligations

A complete list of County's obligations under this SOW is set forth below. All other work, resources, personnel, data, software, hardware, etc. required for the Contractor to achieve the results specified herein (limited only by the Scope of this SOW) are the sole and exclusive responsibility of the Contractor.

4.2 County to Provide:

- (a) Single point of contact from County to act as Project Manager ("SCPM") and work with Contractor's Project Manager ("CPM"), or other designated representative.
- (b) Sufficient workspace, internet connections and telephone access to Contractor employees that are required to provide or perform Work at a County facility.
- (c) County personnel and leave accrual data to Contractor in UKG format for one-time upload.

4.3 County Task and Responsibilities:

- (a) Review and provide formal written approval of the Project Implementation Plan.
- (b) Set up data for events and assignment templates.
- (c) Provide train-the-trainer learning to County users after the virtual training as defined in section 9, Table 2 of this SOW.
- (d) System testing in accordance with approved Project Implementation Plan.
- (e) Review and provide formal written approval of work performed under milestones.

5. PROJECT MANAGEMENT

Snohomish County project management best practices shall be observed, including County change control procedures and weekly project status update meetings with the participating project team (Contractor/County). The County Project Manager and the Contractor shall negotiate the Acceptance level of project management oversight at the Kickoff Meeting.

6. MILESTONE AND PROJECT COMPLETION CRITERIA

The full UKG TeleStaff solution supplied by the Contractor (including all hardware, software, custom configurations, training, and support agreements) has been installed or delivered to the County and are fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the County, and Accepted in accordance with the Service Deliverable Acceptance Process described in this Section 6 of the SOW.

Service Deliverable Acceptance Process

At the specified milestones described in Section 9 of this SOW, Contractor shall deliver completed project service deliverables for review and approval. Service deliverables shall be Accepted or rejected within 10 business days from the time of submittal for Acceptance. Service deliverables shall be deemed Accepted in the absence of County's review or County's response of Acceptance within this specified time.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service Deliverables:**

The Contractor Project Manager, or designee, shall prepare a Service Deliverable Acceptance Form and forward with the respective service deliverable to the County Project Manager, or County designee, for consideration.

- **Assessment of Service Deliverables:**

The County representative shall determine whether the service deliverable meets the requirements as defined in this SOW and whether the service deliverable is complete. Additional work on, or changes to, an accepted service deliverable that are requested by the County shall be managed through an amendment as set forth in Section XII.B. of the Agreement.

- **Acceptance / Rejection:**

After reviewing, the County shall either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or shall provide a written reason for rejecting it and shall return the Service Deliverable Acceptance Form to the Contractor. If feedback from multiple County representatives is received, then the County Project Manager, or County designee, shall consolidate that feedback before delivering it to the Contractor.

- **Correction of Service Deliverables:**

Contractor shall correct in-scope problems found with the service deliverable and shall address the correction of out-of-scope changes through an amendment as set forth in Section XII.B. of the Agreement. Contractor shall submit a schedule for making changes

to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance Form. Once Contractor corrects all previously identified in-scope problems, and County accepts corrections to the problems, the service deliverable shall be deemed accepted.

- **Monitoring and Reporting:**

The Contractor shall track service deliverable acceptance. Updates on service deliverable acceptance shall be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved shall be elevated to the Project Steering Committee.

7. ROLLING ESTOPPEL

County assumes responsibility for providing the resources as indicated in the SOW. County shall be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the change order procedures.

8. TIMELINE

Contractor shall meet all milestone deadlines specified in this SOW and Attachment K-3 Sample Timeline, as updated after project kick-off to align with implementation of UKG Dimensions payroll software currently in progress.

9. FEES

Billings shall be initiated upon signature approval from an authorized representative from Snohomish County after Acceptance.

Contractor shall be paid for the Work Accepted by County as specified in this SOW in the table below (plus applicable Washington State Sales Tax):

Table 1 – Fixed Implementation and Annual Fees

Item	Item Description	Cost per Item
UKG TeleStaff Implementation Planning/Requirements/Design	Invoice Net 30 Days from Acceptance Date	\$10,000.00
UKG TeleStaff Implementation Import/Configuration	Invoice Net 30 Days from Acceptance Date	\$5,000.00
UKG TeleStaff Implementation Deployment/Go-Live	Invoice Net 30 Days from Acceptance Date	\$10,000.00
UKG TeleStaff Cloud License Fee to include UKG Telestaff Platinum Support Plan for 60 Users (\$10/User/Month)	12-Month Term* Invoiced upon Acceptance and Annually Thereafter on Agreement Anniversary Date	\$7,200.00
Total		\$32,200.00

*UKG TeleStaff software license fee shall be prorated for the term ending 9/29/2024, and thereafter co-termed with the Agreement term.

Table 2 – Virtual Instructor-Led Training Fees

Item	Item Description	Cost per Item
Administering UKG TeleStaff – one 5-hour session	Invoiced Upon Completion	\$0
UKG TeleStaff Managing and Administering Bidding Training – one 5-hour session	Invoiced Upon Completion	\$1,440.00
UKG TeleStaff Staffer Training – one 5-hour session	Invoiced Upon Completion	\$1,440.00
UKG TeleStaff Staffer Training – one 5-hour session	Invoiced Upon Completion	\$1,440.00
Total		\$4,320.00

Table 3 – Optional Hourly Professional Service Fees Billable in Increments

Item	Item Description	Hourly Rate
Project Manager	Invoiced Monthly as Services are Rendered	\$180.00
Solution Consultant	Invoiced Monthly as Services are Rendered	\$180.00
Technology Consultant	Invoiced Monthly as Services are Rendered	\$215.00
Solution Developer	Invoiced Monthly as Services are Rendered	\$215.00
Training Consultant	Invoiced Monthly as Services are Rendered	\$180.00
Total Optional Hourly Professional Services Not to Exceed		\$18,000.00

In the event additional hourly professional services are needed, County shall provide a written work order request for services to Contractor, who shall provide a quote of hours needed and the cost to accomplish the additional work. Upon receipt of County purchase order, Contractor shall be authorized to provide additional work as agreed.

10. PROJECT MANAGERS

Co-County Project Manager (“Co-SCPM”)		Contractor Project Manager (“CPM”)	
Name:	Nickolis Landgraff, Airport Business Manager	Name:	David Chetlain, Sales Executive
Address:	Snohomish County Airport 10108 32 nd Ave. West, Suite J Everett, WA 98204	Address:	900 Chelmsford St. Lowell, MA 01851
Phone:	(425) 388-5103	Phone:	(978) 955-6317
Email:	Nickolis.landgraff@snoco.org	Email:	David.chetlain@ukg.com
Co-County Project Manager (“Co-SCPM”)			
Name:	Kim Waxler, Overall Fire Integration & Setup		
Address:	Snohomish County Airport 10108 32 nd Ave. West, Suite J Everett, WA 98204		
Phone:	425-388-5482		
Email:	Kim.waxler@snoco.org		
County Subject Manager Expert (“SCSME”)		Contractor	
Name:	Mitch Braathen, Overall Finance Integration & Setup	Name:	
Address:	Snohomish County Airport 10108 32 nd Ave. West, Suite J Everett, WA 98204	Address:	
Phone:	(425) 388-5121	Phone:	
Email:	Mitchell.braathen@snoco.org	Email:	
County Subject Manager Expert (“SCSME”)			
Name:	Melissa Garrity, Finance Policies		
Address:	Snohomish County Airport 10108 32 nd Ave. West, Suite J Everett, WA 98204		
Phone:	(425) 388-5119		
Email:	Melissa.garrity@snoco.org		
County Subject Manager Expert (“SCSME”)			
Name:	Brett Blankenship, Captain, Fire Policies		
Address:	Snohomish County Airport 10108 32 nd Ave. West, Suite J Everett, WA 98204		
Phone:	425-388-5480		
Email:	Brett.blankenship@snoco.org		

ESCALATION PATH

Snohomish County:

Pete McGuire, Airport Deputy Director, (425) 388-5116, Pete.mcguire@snoco.org
and
Dawson Frank, Airport Deputy Director, (425) 388-5107, Dawson.frank@snoco.org

11. SECURITY REQUIREMENTS

The County does not offer unlimited Contractor access to servers housed in the County Data Center. The County shall create a Contractor access account, as needed. Server access shall be coordinated against internal change control request and access is facilitated via Citrix. No other Contractor access application use is supported by the County.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises.

12. SAML 2.0 COMPLIANCE

The Contractor shall ensure compliance with SAML 2.0 for end user authentication. County shall provide Contractor with minimum of 30 days advance notice of a token-signing certificate expiration and shall provide Contractor with the new certificate no less than 48 hours prior to the scheduled change. Coordination of certificate updates shall be between the following points of contact that may be updated from time to time by notification to the other party in writing.

Contractor Contact for Certificate Coordination

Name
Phone
Email

County Contact for Certificate Coordination

Todd Ryden
425.388.3867
ADFS-support@co.snohomish.wa.us (preferred)

13. SITES AND LOCATIONS

The work shall be conducted remotely.

14. ATTACHMENT(S)

Attachment K-1 Scope Statement
Attachment K-2 RFP Requirements
Attachment K-3 Timeline

Scope Statement

Purpose and Overview of Scope Statement

This Scope Statement outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to Snohomish County (“Customer” or “County”), related to the core entitlements, value-add entitlements, and/or additional services contained in this document. Our Professional Services engagements are designed to help our Customers successfully deploy core entitlements, as well as easily layer value-add entitlements and functionality over time based on County’s priorities, schedule, and resources.

The UKG Dimensions™ Scope Statement described herein is fixed scope based and is subject to the terms and conditions governing the Software as a Service (SaaS) Agreement Between Snohomish County and Ultimate Kronos Group, Inc. (the “Agreement”) between Kronos, a UKG Company and the County dated September 30, 2021. Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Scope Statement.

UKG Dimensions Solution

Snohomish County and Kronos are onboarding the following UKG Dimensions entitlements with:

Core Entitlement	On-boardingType	Number ofEmployees
UKG TeleStaff SMB	Net New	24 up to 60

Snohomish County and Kronos Collaboration

A successful project requires close collaboration between Snohomish County and Kronos. The Kronos Professional Services team is equipped to help keep County on target for meeting project milestones and requirements, as well as to assist County in configuring and deploying the UKG Dimensions solution in support of County’s business outcomes. County’s participation and commitment to the project goals and timeline are critical to ensure success.

The Kronos onboarding process is driven by value and enabling business outcomes. This approach is focused on accelerated time to value using tools and techniques, such as industry and region-specific configuration, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The onboarding process will be completed in three iterative phases: Initiate, Collaborate, and Adopt. Prior to project kickoff, the County will review the Kronos Paragon™ Overview for the project life cycle, roles & responsibilities in more detail at the following link: [https://www.ukg.com/\[resources\]\[product-info\]\[ukg-paragon-deployment-methodology\]](https://www.ukg.com/[resources][product-info][ukg-paragon-deployment-methodology])

Project Overview

Project Management services include:

- Kronos Project Manager working with Customer Project Manager to jointly run the project.
- Transition to Kronos Global Support after the first deployment go-live.
- Maintain project workspace, work plan, issues and risks management, weekly status calls and reports.

Implementation:



Fixed scope implementations are designed to deliver value quickly to County. Project timelines generally span 6-8 months depending on the number of entitlements selected, and are subject to the timing of UKG Dimensions payroll software implementation already in progress. The two projects are contingent upon each other, and timelines shall be coordinated by UKG. Support for these time spans is included in the scope. Extended project timelines requested by Customer can be supported with additional professional services and will be agreed via change order.

Remote Implementation approach:

- Kronos will conduct one Solution Development Workshop with the Customer project team to create one solution design for the Customer.
- The Customer team will conduct one testing cycle to accept that solution, which Kronos will provide support to the County and resolve any issues.
- Kronos will support the County during one production go-live cycle and provide knowledge transfer to allow County to be self-sufficient in any subsequent phased go-lives County chooses to conduct for that module.

Deployed Solution:

- Two tenants (1 Production, 1 Non-Production) will be designed and deployed with entitlement. The Non-Production environment may be refreshed from Production to support testing and training activities. Onboarding work will deliver configured solutions that operate on all supported desktop and mobile client platforms.
- Kronos will deliver the integrations using the Boomi™ UKG Dimensions Integration Platform. Integrations are based on predefined templates and are assumed to be low to medium complexity. Interfaces are scheduled via UKG Dimensions and transfers data via flat files (CSV) to the UKG Dimensions secure FTP (SFTP) environment.

Educational Services:

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Customer's business processes.

Kronos' training model includes a role-based learning plan. Each role within the County has a specific set of courses required at specific points in the deployment methodology. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the system. The timing of this training is key. Kronos aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (i.e., Managers and employees) use a train the trainer model for learning. Customer is responsible for train the trainer learning for their managers and employees.

Virtual Learning Environment Training

Kronos shall provide its live, hands-on classroom training, including a comprehensive agenda and facilitation by a trained and knowledgeable instructor, delivered to Customer's personnel via the Internet. Training is intended for the following audiences:

- Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.
- Application & System Administrator to prepare functional and technical super users to perform their most common tasks in the solution

Self-Paced Training and Virtual Instructor-Led Training

Kronos shall provide self-paced product training and four (4) virtual instructor-led trainings to County staff in accordance with section 9 of Exhibit K.



Note: Kronos also offers fee-based consulting services that are not included under the terms of the Training Services referenced above.

Core Deliverables

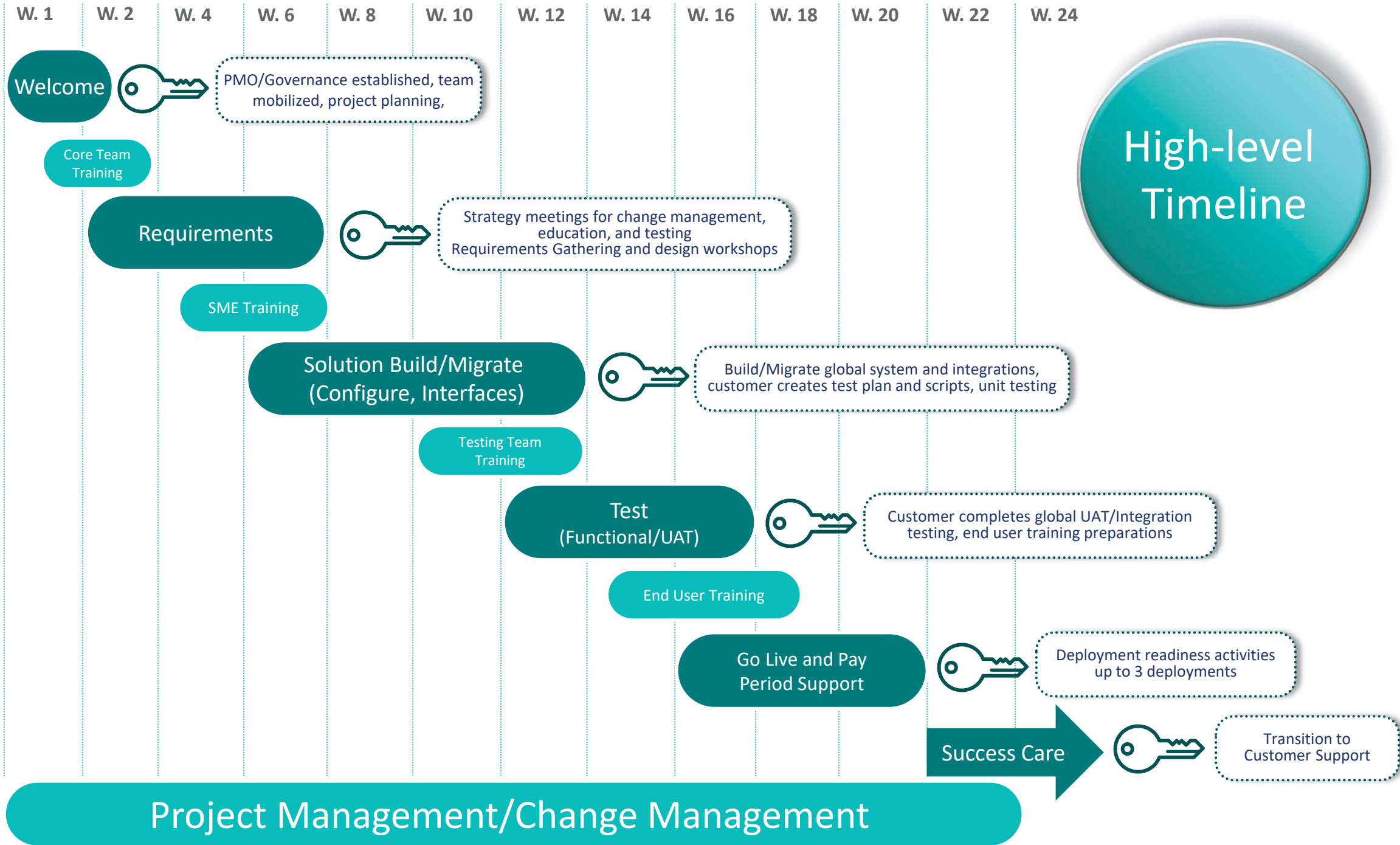
Working in close collaboration, Snohomish County and Kronos will on-board the following core entitlements and functionality:

Core	Kronos Delivered Value
UKG TeleStaff	<ul style="list-style-type: none"> • One-time data import of Customer supplied personnel data in UKG format into test and production environments • Coordinated implementation timelines with the current, ongoing UKG Dimensions payroll software project already in progress • Leave Requests • Shift Trades • Debit day scheduling in accordance with the FLSA • Accrual Management with a one-time data import of Customer supplied accrual data in UKG format • Event Deployment • Signup Processes • Overtime/Off Duty Scheduling Processes • Minimum Staffing • Fatigue Rules • SMS Configuration (Text via Twilio) • Bidding (see below) • Standard Payroll Export • Standard Reports Authentication (SSO/LDAP) • One 8-hour remote consultant training session: Administering UKG TeleStaff • Standard integration with UKG timekeeping product and coordinated implementation timelines • One production cutover • Timekeeping timecard system for the County to use in conjunction with the County's Highline system for fully electronic timekeeping/scheduling process through the standard configuration functionality within the services • Timekeeping in a 24/7 fire and emergency working environment with abilities to change times within a 15-minute range <p style="text-align: center;">Scope assumptions:</p> <ul style="list-style-type: none"> • Includes 1 Institution <ul style="list-style-type: none"> • Includes 1 unique business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications) • Includes 1 administrative schedule group with no staffing rules • Customer is responsible for data setup for: <ul style="list-style-type: none"> • Events • Assignment Templates • Bidding: <ul style="list-style-type: none"> • One type of award (i.e. one PTO Type/Assignment) is included • Includes one bidding group. A bidding group is defined as having a unique set of qualifying rules that determines the bid order. • The execution of the bid includes 1 bid, 1 win, and 1 award cycle. • Cloning of Bids is the Customer's responsibility • Additional award types, bidding groups, execution steps, or cloning will require Additional Scoped Services to be define • Virtual Trainings – Includes the a total of 4 classes through virtual training: <ul style="list-style-type: none"> • One (1) Administering UKG TeleStaff • One (1) UKG TeleStaff Managing and Administering Bidding Training • Two (2) UKG TeleStaff Staffer Training

Description:
<p>Set up Schedule in 24-hr format, 7 days/week, with any shift variable, Shift Schedule is: 48-hr weeks; 1-2-1-4 schedule; 104 annual shifts/2496 hrs for FF. Day Schedule is: 8 or 10-hr shifts of any composition (incl lunch breaks) Segregate view by work location, PTO, On Duty, etc. Setup split-shift capability, incl 8-hr shift employees Yes, this is included.</p>
<p>Populate Daily Staffing Calendar with Shift Assignments and Debit Cycles for each FF (104 shifts per year) and Day Shifts. Use local rules to establish staffing needs and assignments (i.e. absences, acting officer) with notification of any shortfall to Duty Officer. Institute local rules for rig assignments: Driver, Officer, etc. and notification for Duty Officer in case of shortfall in daily staffing Incorporate various Calendar views for Daily/Monthly/Annual Staffing, FLSA, Time Off, Debits, etc. Yes, all included. One clarification, UKG will populate the staffing calendar within TeleStaff; no external calendar is populated.</p>
<p>Develop API with scheduling, OT and Payroll functionality For all API requirements, UKG has standard APIs already built out that County can work with to set up. UKG also has a standard payroll export available and is included.</p>
<p>Set up User levels: Payroll/Admin/Chief/Officer/User views and functions Yes, that is included.</p>
<p>Setup Personnel Info: Editable and reportable, also from API Tracks seniority for multiple functions. Yes Personnel Roster and daily calendar are linked. Yes For all API requirements, UKG has standard APIs already built out that County can work with to set up.</p>
<p>Develop Internal, paperless Approval system for time off, shift trade and other PTO - auto-routes; also from API Time off and other PTO will go through the approval process through the standard workflow notifications. (No APIs)</p>
<p>Following local rules, set up automated for Overtime posting, notifications, 'bidding' and overtime assignment (software and API). Yes Develop OT list to align with Collective Bargaining Agreement requirements. Yes These requirements are not done via API, but configured in TeleStaff.</p>
<p>Set up Time Types Shift/non-Shift/Accrual/Time off/On-Duty, and designate schedule fields in various Colors Yes, this is included.</p>
<p>Setup Leave Types and tracking for vacation, comp off, military, family medical, bereavement, jury duty, floating holiday, including accruals and step dates and seniority tracking; use County recognized codes for various PTO and payrates. Yes, included. Accruals based on County rules and CBA language (both Day & Shift employees) Yes, this is included.</p>
<p>Setup multiple work Locations (Offsite, Station, Shop, Admin) in daily staffing Yes, this is included</p>
<p>Setup field for Notes/explanations in daily staffing</p>

<p>Yes, this is included.</p>
<p>Set up Shift Trade with single-entry; also open-ended trades and 3-way trades Yes, we can do the single-entry shift trade and open-ended trades; UKG is unable to accommodate the 3-way trades.</p>
<p>Set up Blocked Leave periods capability (with appropriate notification) Yes, this is included.</p>
<p>Setup Assignments for Out-of-Class work with designated payrate Yes, this is accommodated via a work code. An out of class work code would be designated within the solution but payroll would designate the pay rate.</p>
<p>Institute local rules for Rig assignments: Driver, Officer, etc. and notification for Duty Officer in case of shortfall in daily staffing Yes, this is included.</p>
<p>Create template in County-approved format for Timecard (2 signatures, print as pdf) Setup Signature and auto-date with single-click for timecard approval. Setup time card views by date range/employee County will have access to BIRT reporting and can create and utilize the custom report creator through BIRT in Telestaff. The BIRT reporting is included, but the County is responsible for creating the customized report/template.</p>
<p>Setup Up Reporting elements: Internal and export for: Time off Usage summaries by Employee/Date Overtime Tracking by Employee/Date Creates exportable roster by Employee/Shift Yes, this is included.</p>
<p>Provide In-person and video Train the Trainer and End-User Training, and access to 24 hr help desk Training will be provided virtually. Details provided specifically in existing SOW. 24-hour help desk is included.</p>
<p>Provide Sandbox for both software and API for training County will have a production environment and a non-production environment for Telestaff. These are both included. If County wants additional environments, County may add them for an additional fee.</p>
<p>Setup Data Rollover mechanism for new year (seamless OT tracking) UKG's assumption for this requirement is when OT tracking is logged within the solution, the hours that are tracked can roll over year to year or can be re-set as on a specified date. Yes, this is included.</p>
<p>Implement shareable work schedule A standard calendar is included in Telestaff. Each end user has their own personal calendar.</p>

Workforce Management



Estimated SME Level Of Effort

Resource Commitment	FTE Estimate
High	More than 60% (24+ hours per week)
Medium	30% - 60% (12-24 hours per week)
Low	0% - 30% (0-12 hours per week)

Client Resource	Welcome	Requirements	Build Configure/Convert Integrate	Test	Go Live
Executive Sponsor	Low	Low	Low	Low	Low
Project Manager	Medium	High	High	High	High
Manager/Supervisor	Low	Medium	Low	High	High
Scheduling Lead	Low	Medium	Low	Medium	Medium
Technical Lead	Low	Low	Medium	Medium	Medium
Other SME's	Low	Low	Low	Medium	Low



EXHIBIT L TELESTAFF ORDER FORM

Quote#: Q-154687
Expires: 31 Dec, 2023
Sales Executive: Sydney Schultz

Order Type: Quote
Date: 29 Aug, 2023

Bill To Contact:

Bill To: SNOHOMISH COUNTY
3000 ROCKEFELLER
EVERETT, WA 98201 USA

DIS.Admin@co.snohomish.wa.us

Ship To Contact:

Ship To: SNOHOMISH COUNTY
3000 ROCKEFELLER
EVERETT, WA 98201 USA

Ship to Phone:
Ship to Mobile:
Contact: Nickolis Landgraff
Email: nickolis.landgraff@snoco.org

Currency: USD

Customer PO Number:

Solution ID: 6106838

Initial Term: 60 months

Billing Start Date: In accordance with Exhibit K, Section 9

Uplift Percent: 4% beginning with Year 6. Pricing is fixed for the first 60 months.

Data Center Location: USA

Shipping Terms: Shipping Point

Ship Method: FedEx Ground

Freight Term: Prepay & Add

Renewal Term: 12 months

Payment Terms: Net 30 Days

Order Notes:

This order is subject to the terms and conditions of the SOFTWARE as a SERVICE (SaaS) AGREEMENT BETWEEN SNOHOMISH COUNTY AND ULTIMATE KRONOS GROUP, INC between Kronos, a UKG company and Customer dated 9/30/2021 (the "Agreement").

SaaS Services

Billing Frequency: Billed upon Acceptance and Annually thereafter in Agreement Anniversary Date

Product Name	Quantity	PEPM	Monthly Price
UKG TELESTAFF CLOUD including Platinum Support Plan	60	USD 10.00	USD 600.00
Total Price			USD 600.00

One Time Setup Fee

Billing Frequency: Billed in accordance with Section 9, Table 1 of Exhibit K.

Item	Total Price
One Time Setup / Implementation Fees	USD 25,000.00

Virtual Instructor-Led Training Fees

Billing Frequency: Billed in accordance with Section 9, Table 2 of Exhibit K.

Item	Total Price
Virtual Instructor-Led Training Fees	USD 4,320.00

Quote Summary

Item	Total Price
Total Monthly SaaS Fees	USD 600.00

Item	Total Price
Total One Time Fees	USD 25,000.00

Item	Total Price
Total Training Fees	USD 4,320.00



Snohomish County

Signature: _____

Name: _____

Title: _____

Date: _____

Kronos Incorporated

Signature: _____

DocuSigned by:
Sarita
0F1378E0C0A6472...

Name: Order Processing Analyst

Title: _____

Date: 11/28/2023 | 7:49 AM IST

The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on County's Order Form. Nonetheless, the actual price on County's invoice is the true and binding total for this order for purposes of amounts owed for the term.