



SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and Ascentis Corporation as Novatime Technology, Inc. of 11995 Singletree Lane, Suite 400, Eden Prairie, MN. 55344 hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform the services of Time and Attendance Systems software and hosting as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on January 31, 2026. The parties may extend this agreement, by mutual concurrence, for two (2) one year options, in writing, thirty (30) days prior to its termination.

3. **Scope of Work:** The Contractor shall perform the services outlined in Exhibit “A”. In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. **Payment:** City agrees to pay Contractor at the rates described and for the work described in the Scope of Work in Exhibit “A”. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the Contractor shall invoice the City monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this Agreement. Such invoices shall specify the services provided to the City during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the City shall pay, net of applicable withholding tax, if any, the Contractor for said invoice within thirty (30) days after receipt.



5. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

6. **Indemnity and Insurance:** Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. **For this purpose, Contractor shall provide City with proof of both Commercial General liability and automobile insurance each issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million per occurrence. The City shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. The insurance must be in a form suitable to City.**

7. **Warranty:** Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

8. **Compliance with Laws:** Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.



10. **Nondiscrimination:** Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

11. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within thirty (30) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **Liaison:** City's designated liaison with Contractor is Amanda Skewis and Contractor's designated liaison with City is Jamie Blundell.

13. **Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. **Successors and Assigns:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.



16. Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor’s work product.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

BUSINESS NAME

By _____
WILLIAM A. COLE, Mayor

Signature

APPROVED AS TO FORM:

Print Name

By _____
BRENT BROOKS, CITY Attorney

Print Title



EXHIBIT 'A'

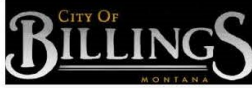
Novatime Technology, Inc.

9680 Haven Avenue

Rancho Cucamonga, CA 91730

Jamie.Blundell@novatime.com

(909) 895-8137 Fax: (909) 475-4028



VENDOR HOSTED ORDER FORM

Invoice To: City of Billings		Hosted By: Vendor	
Ship To: TBD		Terms: 5 Year Term	
Account Executive: Jamie Blundell		70% Upon Execution	
		20% 45 Days from Date of Execution	
		10% 90 Days from Date of Execution	
Qty	Description	Item	Monthly
Novatime Web-Based Time & Attendance System			
615	Novatime Web-Based Time & Attendance Software	\$3.00	1,845
615	Employee Web Services (PC Entry & Smart Phone Application)	Included	Included
80	Supervisor Module: Approval/Reporting/Review/Modification	Included	Included
1	Harris Innoprise Bidirectional Payroll Interface (100% Guaranteed Interface)	Included	Included
1	Electronic In-Out Board	Included	Included
1	Labor Tracking (Activity Based Reporting - 8 Levels)	Included	Included
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)	Included	Included
1	Affordable Care Act Module	Included	Included
1	Notification Module	Included	Included
1	Dashboard	Included	Included
5 Year Government Software Discount		20%	-\$369
1	Novatime Hosted SFTP Site	\$50.00	50
200	Phone Entry IVR	\$1.00	200
1	Phone Line	\$150.00	150
200	Advanced Scheduling	\$3.50	700
Monthly Total			\$2,576
Annual Vendor Hosting Total			\$30,912
21	NT7000 Biometric Terminal	\$2,290	\$48,090
5	NT7000 Biometric & HID Terminal	\$2,590	\$12,950
26	NT7000 Communication: (Ethernet, POE, Wireless)	Included	Included
5 Year Government Hardware Discount		10%	-\$4,809
Implementation			23,970
Annual Software Maintenance			Included
Annual Hardware Maintenance			\$7150/yr 7,150
12 Month System Total			\$118,263
One Time Implementation Fees			
Initial Planning Session		Included	
Rules Questionnaire Assistance		Included	
Install Novatime Web-Based Software		Included	
Install Payroll Rules and Employee File		Included	
Administrative/Supervisor Training		Included	
Program Hardware		Included	
Install Hardware		Customer	
System Test/Go Live		Included	
Total One Time Fees			\$23,970