

AGENDA ITEM FOR ADMINISTRATIVE MEETING

() Discussion only
(X) Action

FROM (DEPT/ DIVISION): Riley Wortman, Administrative Services

PROGRAM: Information Technology (IT)

SUBJECT: Finance/HR Software System

<p>The new financial system committee recommends Novatime for the timekeeping portion of the new Financial software system.</p>	<p>() <u>ACTION REQUESTED:</u> Approve contract for Novatime software in the amount of \$19,770.20.</p>
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ATTACHMENTS: Proposed Contract

Date: (10/06/2021)

Submitted By: (Riley Wortman)

*****For Internal Use Only*****

Checkoffs:

- () Dept. Head (copy)
- () Fiscal
- () Legal (copy)
- () (Other - List)

To be notified of Meeting:

Needed at Meeting:

Scheduled for meeting on: October 6, 2021

Action taken:

Follow-up:

This Order Form is entered into by and between Ascentis Corporation ("Ascentis") and Client (listed below) as of the Effective Date set forth below. This Order Form is governed by and incorporates by reference the Ascentis Terms and Conditions available at https://www.ascentis.com/wp-content/uploads/2020/07/Ascentis-MSA_v2.pdf. Capitalized terms used but not defined herein shall have the meaning set forth in the Terms and Conditions. This Order Form and the Terms and Conditions, together with any other documents expressly agreed to by the parties, constitute the "Agreement" between Ascentis and Client.

Effective Date: 10-04-2021

Client Name: Umatilla County

Contact: Dan Lonai

Sales Representative: Scott Rose

Subscription Start Date: 11-01-2021

Initial Term of Subscription: 3 years

Initial Term End Date: 10-31-2024

Payment Terms: On Receipt

Quotation Valid Until: 08-31-2021

Email: dan.lonai@umatillacounty.net

Phone: (541) 278-6260

Billing Address: 216 SE 4th St
Pendleton, OR 97801

Shipping Address: 216 SE 4th St
Pendleton, OR 97801

The Initial Term of this Order Form is measured from the Subscription Start Date. Upon expiration of the Initial Term, this Order Form shall automatically renew for successive periods of twelve (12) months each (each a "Renewal Term"), unless either Party provides written notice to the other Party of its intent not to renew at least ninety (90) days prior to expiration of the Initial Term or any then current Renewal Term.

Products and Services Selected

Product	Quantity
Time and Attendance Core	330
Total One-Time and Implementation	1
PIPM*:	\$3.11
Total Annual Recurring SaaS Fees:	\$12,311.20
Total One-Time Fees:	\$7,459.00
Total Clock Rental/Flex Clock Cost per Month (if applicable):	\$0.00
Total Annual Maintenance Fee (if applicable):	\$0.00
First Year Total:	\$19,770.20

Ascentis reserves the right to adjust the Fees for increased individual counts and/or increased payroll tax jurisdictions. Certain Fees, including, but not limited to, those for tax service, Equipment, Equipment support and maintenance, hardware delivery, additional professional services, additional payroll tax jurisdictions and/or delivery locations, may not be included in Subscription Fees.

*The amount shown has been rounded for display purposes. As many as eight decimal places may be present in the actual amount. The totals for this order were calculated using the actual amount and are the true and binding totals for this Order.

Fees & Payment Schedule

Initial Fee Payments:

\$1,025.93	Due On Receipt days from date of invoice for: 11-01-2021
\$7,459.00	Net Implementation Cost and Hardware Purchase if applicable due On Receipt from date of invoice
\$0.00	Annual Hardware Maintenance if applicable due On Receipt from date of invoice
\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt from date of invoice

Remaining Year 1 Subscription Fee Payments are due monthly in advance:

\$1,025.93	Due On Receipt days from date of invoice for: 12-01-2021
\$1,025.93	Due On Receipt days from date of invoice for: 01-01-2022
\$1,025.93	Due On Receipt days from date of invoice for: 02-01-2022
\$1,025.93	Due On Receipt days from date of invoice for: 03-01-2022
\$1,025.93	Due On Receipt days from date of invoice for: 04-01-2022
\$1,025.93	Due On Receipt days from date of invoice for: 05-01-2022
\$1,025.93	Due On Receipt days from date of invoice for: 06-01-2022
\$1,025.93	Due On Receipt days from date of invoice for: 07-01-2022
\$1,025.93	Due On Receipt days from date of invoice for: 08-01-2022
\$1,025.93	Due On Receipt days from date of invoice for: 09-01-2022
\$1,025.93	Due On Receipt days from date of invoice for: 10-01-2022

Remaining Year 1 Rental Clock Fee Payments are due monthly in advance:

\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt from date of invoice 12-01-2021
\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt 01-01-2022
\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt 02-01-2022
\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt from date of invoice 03-01-2022
\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt 04-01-2022
\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt

	05-01-2022
\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt from date of invoice 06-01-2022
\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt 07-01-2022
\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt 08-01-2022
\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt from date of invoice 09-01-2022
\$0.00	Monthly Hardware Rental/Flex Clock Cost. Due On Receipt 10-01-2022

Subsequent Year Subscription Fee Payments:

Yearly subscription Fee equal to:	\$3.11	Times the number of individuals on the last day of the 11 th month
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Fees at month 11 of the previous subscription year times 12 is payable in advance.

Fees for subsequent years will be calculated using no less than the number of individuals executed here.

Hardware support/maintenance fees are payable annually. Rental clocks include support and maintenance

Agreement and Execution

LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO LIABILITIES ARISING OUT OF EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OR AGENTS), BE LIABLE FOR ANY DIRECT INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR IN CONNECTION WITH CLIENT'S USE OF THE TEMPERATURE READING AND VOICE CONTROL FEATURES OF HARDWARE BOUGHT OR LEASED BY CLIENT, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

A description of the Services and related use rights referenced in this Order Form (as well as other Ascentis Service offerings not purchased hereunder) is available at <https://www.ascentis.com/wp-content/uploads/2021/09/service-descriptions-Product-Descriptions-9.2021.pdf> (the "Services Description"). This Order Form is subject to the applicable Service Description, as such exists as of the Effective Date of this Order Form. Client indicates its agreement to the terms of this Order Form, the Services Description, the Agreement by signing this Order Form.

Client and Ascentis have accepted and caused this Order Form to be executed by their duly authorized representatives as of the Effective Date set forth above.

Client Legal Name: Umatilla County

By:

Printed Name:

Title:

Date:

Ascentis Corporation

By:

Printed Name:

Title:

Date: