

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of agenda management and online meeting broadcast services associated with the City of Redlands' ("Agreement") is made and entered in this 7th day of October, 2014 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City)" and NovuSolutions ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide agenda management and online meeting broadcast system services for City's Department of Innovation and Technology (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Danielle Garcia, Chief Innovation Officer, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERIOD OF SERVICE

- 4.1 This Agreement shall commence on its Effective Date and shall have a term of two (2) years (the "Term").



- 4.2 The implementation of the agenda management and online meeting broadcast system shall occur according to Exhibit "B" – "Project Schedule."

ARTICLE 5 – PAYMENT AND NOTICE

- 5.1 Compensation for Consultant's performance of Services during the first twelve (12) months of the Term shall be as follow: Twenty Two Thousand One Hundred and Sixteen Thousand Dollars (\$22,116) for Consultant's agenda management and online meeting broadcast system implementation, licensing and training; and during the second twelve (12) months of the Term shall be: Sixteen Thousand Six Hundred and Sixty Eight Dollars (\$16,668) for the ongoing software services subscription, maintenance and support.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom, and a description of reimbursable expenses related to the Services.
- 5.3 At any time during the Term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Additional Services" means any work which is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Work does not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Work may be agreed to by the Parties, by written amendment to this Agreement, executed by the City Manager. Consultant shall not perform, nor be compensated for, Extra Work without such written authorization from City. Examples of Extra Work include: the addition of modules to increase productivity, automation of internal workflows, and possible integration with the Cityworks permitting process and other enterprise software.
- 5.4 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

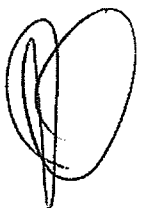
City

Danielle Garcia, Chief Innovation Officer
Department of Innovation and Technology
City of Redlands
35 Cajon Street, Suite 222
Redlands, CA 92373

Consultant

John Kercher
Managing Partner
10012 North Dale Mabry Hwy, Suite 115
Tampa, FL 33618

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.4.

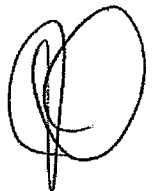


ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 6.2 Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall provide City with Exhibit "C," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.
- 6.3 Consultant shall secure comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Consultant shall secure professional liability insurance in the amount of One Million Dollars (\$1,000,000) per claim made.
- 6.5 Consultant shall secure business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.6 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act or omission, or willful misconduct, of Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and



represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
- (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
- (iii) authorize the City to enter into, modify or renew a contract;
- (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) grant City approval to a plan, design, report, study or similar item;
- (vi) adopt or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

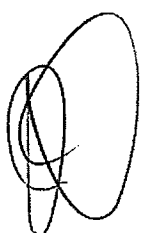
7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.

8.3 All documents, records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.



- 8.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 Unless earlier terminated as provided for below, this Agreement shall terminate on October 7, 2016; provided, however this Agreement may be terminated by City, in its sole discretion, by providing ten (10) days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement



and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Pete Aguilar, Mayor

NovuSolutions

By: 
John Kercher, Managing Partner

Attest:


Sam Irwin
City Clerk

Exhibit A - Scope of Services

Agenda Management and Online Meeting Broadcast System

Solution Overview:

NovusAGENDA is an electronic solution designed to create, approve and track items for upcoming and past Board meetings. The entire process creates an automated Paperless Agenda Solution. Adding an Agenda item, like the approval for a new employee benefit offering or the construction of a baseball field, can now be controlled in a well-organized systematic solution.

Various workflow options allow you to control the review and approval process for each item with a complete history for tracking purposes.

NovusBOARDVIEW offer board members electronic access to agenda, draft and final minutes and full research capability. Members can easily view upcoming agenda and make private comments as part of their meeting preparation. These meeting comments can be used during the meeting to remind the member of comments they want to make or present. Viewing draft minutes prior to the next meeting is easy using NovusBOARDVIEW and comments can be made on draft minutes as well if there is discussion required prior to approval of minutes. The online research option offers members the opportunity to quickly research past items with a few mouse clicks. This feature reduces the strain on staff who often receive calls from members for research.

NovusMEETING is a fully integrated meeting management solution. Once your agenda is prepared in NovusAGENDA it is sent to NovusMEETING. NovusMEETING allows you to record motions, votes and minutes in an easy to use interface.

The entire package is web based and easily configured to meet the exact needs of your organization. Novusolutions can use your existing agenda and minute format to create your web based publications.

NovusREPORTING is a module allowing for reports to be run against data in the system. Because our solution is highly configured for each client we do not offer lots of standard reports however NovusAGENDA does come with several reports that track time to approval and rejection rates. Other custom reports can be generated at client request at modest added costs. Reporting is more valuable after some time has passed and the system contains real data.

Deliverables by Novusolutions

Novusolutions will deliver NovusAGENDA, NovusMEETING, NovusREPORTING and NovusBOARDVIEW software along with the professional services outlined in this agreement.



Product to be delivered

- NovusAGENDA software will be setup for the client with standard forms and workflows within 30 days of receipt of order.
- Novusolutions will deliver training manuals and installation documentation electronically in Microsoft Word format.
- Web based training videos will be delivered via secure client log in off the Novusolutions web site.
- IU Server, Encoder Software Installation, System Burn-In, Rackmount Kit (4 posts-universal) Standard definition
 - Branded Video Library Design, Branded Player Design
 - Licenses for Software/Tools (Flash Media, EASE, HTML5, Microsoft OS)
 - Viewcast Osprey Video Capture Card 260-e with Simulstream Software
- Customizations and Forms to be delivered- The forms are created under the services agreement
 - Custom Item details screen
 - This screen is customized to your specifications and layout requirements.
 - Custom Public Agenda
 - The public agenda is customized to your specifications including font, style, layout and other matters.
 - Custom Minutes page set
 - The page set includes one (1) draft and one (1) final minutes layout.
 - Custom Workflows
 - Custom workflows can be pre-configured allowing users to simply submit items to named workflows which are then built for them automatically.
 - PDF Converter
 - Custom Public Interface
 - Custom Mobile Device Interface

Services to be delivered by Novusolutions

- Dedicated project manager
- Delivery and remote setup support of NovusAGENDA software
- Delivery and Remote Install of Encoder
- Up to **25** video meetings indexed by us for you and includes LIVE feed.
- Custom forms and workflows as outlined in product to be delivered above.



- Remote consulting with the your staff to review custom forms and workflows
- Provide software orientation and capabilities
 - Agenda layout
 - Draft Minutes layout
 - Final Minutes layout
 - Agenda Item Creation form
 - Comprehensive understanding of your Workflows
 - Identify best practices
 - Modify workflows in the software to match your business process
 - Review/modify final templates with staff as needed
- Remote training for key staff and Clerk – This training is delivered via web meeting technology
- Functional Testing
 - Validate standard operation of NovusAGENDA
 - Test all user modules of NovusAGENDA, NovusBOARDVIEW, NovusMEETING, NovusREPORTING
 - Test client defined workflow and forms and make adjustments as needed.
- Functional Documentation provided via our client portal
 - User manuals
 - Admin Manuals

Services not included by Novusolutions

- This SOW does not include Novusolutions training on client's site beyond the hours specified here. Additional dates for end user training at the client's site can be purchased at \$2,500 per day including travel with a two day minimum,
- Modification to NovusAGENDA base code. This would be any modifications not discussed above in the deliverables.

Client will provide:

- A dedicated project overseer
- Provide a channel of communication as needed to clarify any questions regarding forms or workflows.
- Provide assistance defining and documenting client workflow as needed
- Provide onsite support during software setup, your IT staff if needed. Novusolutions staff will support software setup remotely. Not applicable if installing in the NovusAGENDA cloud.
- Servers, hardware and software as specified in our proposal- Locally hosted clients
- Possible end user training using standard manuals supplied by Novusolutions
 - Novusolutions can provide this training if needed at the rates quoted in the pricing section.

Ongoing Support by Novusolutions

Clients receive full support and maintenance for one year after shipment of product. The support contract would cover the following areas:

- Repair of all bugs discovered during the support period
- Timely response to all technical inquiries
- Provide updates to technical documentation as these items are developed
- Access to product enhancements made to the base product. (some new features may require service fees to implement)

Supported Items

This support contract covers the entire product purchased from Novusolutions. This support contract does not cover supporting hardware or software (i.e. operating systems, web servers, or databases).

Response Times

All issues will receive a response from Novusolutions within 24 hours from the time the issue was reported to Novusolutions.

All issues will be categorized as a Level 1, Level 2, or Level 3 priority. The Client and Novusolutions will work together to determine the appropriate level for an item. The targeted resolution time for an issue will be based on the issue's level.

Level 1—these are business critical issues. Every effort will be made to resolve these issues within 1 business day. We will acknowledge receipt of issues within 1 hour and make every effort to repair urgent issues quickly. It is important that customers report concerns in a timely manner to insure a rapid response.

Level 2—these are important but not critical issues. Every effort will be made to resolve these issues within 5 business days

Level 3—these minor issues that do not affect the usability of the software. Every effort will be made to resolve these issues within 10 business days.

Support Request Process

All support issues must be sent to Novusolutions via e-mail at Support@novusolutions.com. Novusolutions technical staff monitors this e-mail address during normal business hours Pacific Time United States (until 6 pm) 24/7 technical support is also available for all cloud clients.



Support Response Process

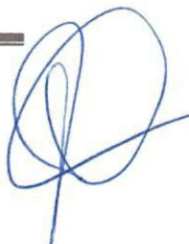
Upon receipt of an issue, Novusolutions will verify the receipt of the issue within 24 hours from the time Novusolutions was notified of the issue.

Novusolutions will notify the client via email when an issue has been resolved.

Novusolutions will notify the client when it is not possible to resolve an issue by the targeted response time.

Support Coverage Dates

This is a twelve-month support contract. The initial contract will commence on the day product is shipped to the client.

A handwritten signature in blue ink, consisting of a large, loopy initial 'P' followed by a series of loops and a long vertical stroke extending downwards.

Pricing

All pricing includes an unlimited use license enabling support for as many meeting types as you need at no added license costs. There are no user licenses either. "Unlimited use" means unlimited use with NovusAGENDA no matter which installation option you choose.

NovusAGENDA Software Pricing

Item	Pricing (Annually)
NovusAGENDA	\$8,550
NovusMEETING	Included
NovusBOARDVIEW	Included
NovusREPORTING	Included
Board and Committee management	Included
Video Integration	Included
Video Services	See Video Services Considerations
Laserfiche integration	Included in self-hosted only; not available for SaaS implementations
Option In Meeting Tools (Voting, etc.)	Included
Total Annual Cost	\$8,550

A handwritten signature in blue ink, consisting of a large, stylized 'C' or 'G' shape with a vertical line extending upwards.

Item Description	Type	Costs (Up-Front)
Hardware/Software/Provisioning	IU	
IU Server, Encoder Software Installation, System Burn-In, Rackmount Kit (4 posts-universal) Standard definition *		\$2,905
Other Services required for setup		
Branded Video Library Design, Branded Player Design		
Remote Install (Typically 3 hours)		
Licenses for Software/Tools (Flash Media, EASE, HTML5, Microsoft OS)		
Viewcast Osprey Video Capture Card 260-e with Simulstream Software		
		\$2,080
Total Upfront costs Hardware/Software/Provisioning +Viewcast Osprey		\$ 4,985

NovusAGENDA Training Pricing

Standard training services are required for deployment and are a one-time fee.

Standard Training Services	Remote	Description
Administrator Training		This is remote training to train one or two system administrators on managing user rights in NovusAGENDA. The cost is for the class not per student. This class is delivered remotely using web meeting technology managed by Novusolutions.
Board Clerk Training		Training including meeting management, agenda preparation, minutes and system oversight. Delivered remotely using web meeting.
User Training		Training includes creating items, copying old items to new meeting and item submission and approval process. Delivered remotely using web meeting.
Board Training		Training includes viewing agendas, minutes, and all documentation for upcoming



	meetings, making private notes, researching past meeting information and notes, and analyzing reports and meeting data.
Web Based Training	Web-based training videos for all staff to view on demand via Internet. Videos include: • User training • Board Clerk Training • Board Training
Total One Time Cost	\$750

Optional Training Services

Additional remote training – Included for new releases and refresher training. If retraining is needed due to turnover or other issues and the client does not want to use the included Web-Based Training Portal, nor sign up for the regularly scheduled Client Webinars, private remote classes can be scheduled for \$125 an hour.

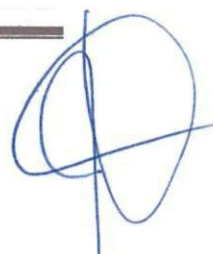
Onsite training - \$2,450 per day includes travel, 2-day minimum.

Additional Set Up Fee for NovusAGENDA Clients that wish to host themselves (Option 2)

For all clients that elect Option 1 to purchase NovusAGENDA in the cloud, you can skip this section. For those clients that are looking to install NovusAGENDA on their own servers, there will be a one-time set up fee to install, QA, and test NovusAGENDA on the client's environment. The client will need to provide remote access to the necessary servers for our team to accomplish this set up. The cost of this service is a one-time fee of \$3,450.

Updated Pricing Summary for NovusAGENDA

	One Time Fee	Annual Fee	TOTAL
NovusAGENDA	\$750 for Remote Training	\$8,550	\$9,300
Video Encoder	\$4,985		\$4,985
Video Services Package 4		\$8,995	\$8,995
Add On Options:			
Onsite Installation (Only needed if Active Directory Integration is required)	\$3,450		
Onsite Training (Not required as unlimited remote training options included)	\$2,450 per day including travel. 2 day Minimum.		
TOTAL INVESTMENT YEAR 1			\$23,280



NovusAGENDA

Including:

- Remote Training
- Encoder
- Video Services Package 4

**TOTAL INVESTMENT
YEAR 2**

\$17,545

NovusAGENDA

- Video Services Package 4

**TOTAL INVESTMENT
YEAR 3**

\$17,545

NovusAGENDA

- Video Services Package 4

There are NO long term contracts to sign with NovusAGENDA.

Payment Terms – Payment is due at the end of the successful pilot term.

Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS LICENSE AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE NOVUSAGENDA SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

Software License

This is an unlimited use license which allows clients to add as many systems users and meeting types as they choose. Client may not resell, distribute or use NovusAGENDA in any manner that is not consistent with their primary business purposes.



Exhibit B – Project Schedule

Agenda Management and Online Meeting Broadcast System

1. Agenda Document Collection

Collect all the information necessary to generate your agenda, coversheet, and minutes.

List of Meeting Types

The name of all meeting types you would like to manage in NovusAGENDA. Examples would be Regular Council, Special Council, Workshop, Planning, Zoning, etc.

Sample Agendas

One agenda example for each meeting type. If possible, please send the examples in Microsoft Word or PDF. We only need a copy of the agenda itself and not the full packet with the backup material.

Coversheets and Item Data Collection

Most organizations have a document that provides detailed information about an individual agenda item. NovusAGENDA refers to this document as the item *coversheet*. The coversheet usually contains information about fiscal impact, recommended action, list of backup material, approval routing, etc.

Is it common for different meeting types to use different coversheets. For instance, a council may use a different coversheet than a zoning commission. Please include a sample coversheet for each meeting type if the meetings utilize different coversheets.

In addition to your current coversheet also include any new information you would like to collect about your agenda items. Examples include organizational goals, fiscal impact amounts, whether an item is budgeted or not, etc.

Minutes

The corresponding minutes for each sample agenda provided. For instance, if you have provided a copy of the August 10th agenda as a sample please provide a copy of the minutes from August 10th.

2. Workflow Document Collection

Collect all the information necessary to create the approval routes for your agenda items. Depending on the complexity of your organization, this process can take weeks to complete. *Even though workflows are configured later in the project it is important to begin the workflow discussions with key departments early in the project.*

List of Departments

Provide a list of all the departments within your organization. If present, also provide a list of the divisions within large departments.

Workflows



Workflows are the paths an agenda item takes within your organization from the point it is created until the point when it is approved for final placement on the agenda. Workflows can vary significantly from one organization to the next so we always start with a default workflow and make modifications to meet your organizations specific needs.

You will need to provide Novusolutions with Departmental Workflows and Organizational Workflows (Novusolutions will provide you with a workflow worksheet to help the documentation process). Both workflows are defined below.

Departmental Workflows

The default workflow for a department routes the item from an Item Creator to an Item Approver. This Item Approver is usually the department head responsible for "signing off" on the item.

Larger departments may have multiple approvers between the person who creates the item and the department head who approves the item. Some departments may have different workflows for different types of items. For instance, contracts may take one route in your legal department while litigation issues take a different route.

Organizational Workflows

These workflows define the route an item travels once it has been approved by the department head. For instance, a contract may go to legal, purchasing, then your agenda preparer. A proclamation may go straight from the department to the agenda preparer with no additional steps.

3. Initial Configuration

Novusolutions will configure the agendas and coversheets within NovusAGENDA based upon the sample documents provided.

4. Initial Training and Testing

Novusolutions will conduct training and testing with you in the following areas:

Agenda Preparer Item Creation Meeting Management Training

Novusolutions will conduct web-based training with the agenda preparer staff. This training will cover how to create agenda items and how to manage meetings within NovusAGENDA. The training lasts about one hour and at the conclusion of the training the agenda preparers will be able to follow a testing script to begin testing NovusAGENDA.

Agenda and Coversheet Formats

Initial testing will focus on the appearance, order, and completeness of the agendas and coversheets. The agenda preparers will take note of any display issues with agendas and coversheets for all agenda types.

The initial testing will also publish agendas to the public, intranet, and board sites. These sites will be tested to insure the appropriate information is being published to the correct site (i.e. executive session attachments are only visible in Board View). The timing of the agenda publishing will also be test (i.e. whether or not the board sees an agenda before the public).



5. Final Configuration

Once the initial testing is completed Novusolutions will begin final configuration.

Departments

All departments and groups will be created in accordance with the information obtained during the *Workflow Document Collection*.

Workflows

Departmental and Organizational workflows will be created in accordance with the information obtained during the *Workflow Document Collection*.

Minutes

The minutes will be configured for each meeting type.

6. Final Training and Testing

Administration Training

Staff members designated as Administrators will be trained on the all system administration functions of NovusAGENDA.

Create System Users

The designated Administrators will create the user accounts and assign the users to the appropriate groups.

User Training

Web-based training will be provided for all agenda item creators and approvers. Training will last 60 minutes per session and there is a maximum of 15 people per session.

Workflow Testing

Agenda item creators and approvers will follow a test script to create, submit to workflow, review, and approve items.

Agenda Preparer Minutes Training

The staff members responsible for creating the minutes are trained on the minutes module. This training session take one hour to complete.

Parallel Full System Test

All users of the system will create a "mock agenda" in NovusAGENDA in parallel with their normal agenda process. This will provide a final test of all aspects of the system.

Board Member Training

Board members are trained to access and annotate the agenda through NovusAGENDA's Board View. This training session takes about 20 minutes to complete and is best conducted before a regularly scheduled meeting to comply with meeting notice laws.

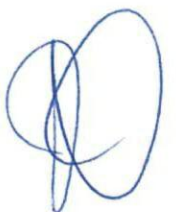


7. Go Live

After the successful parallel test you are transition to "live" status and assigned a Novusolutions' Support Representative to assist you with any questions or issues. Your project manager will stay engaged in your project for approximately 30 days after you go live to insure a smooth transition to the Support team.

Timelines

Stage	Time after PO
Agenda Document Collection	7 days
Workflow Document Collection	14 days
Initial Configuration	21 days
Initial Training and Testing	25 days
Final Configuration	35 days
Final Training and Testing	40 days
Go Live	45- 60 days



**EXHIBIT
"C"**

**WORKERS' COMPENSATION INSURANCE
CERTIFICATION**

Agenda Management and Online Meeting Broadcast
System

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

NovuSolutions

Date: 10-2-2014

By: _____
John Kercher, Managing Partner