

Master Service Agreement

This Agreement, is made and entered into effective as of the date of attestation, by and between Centreviews, a division of API Outsourcing, Inc., herein called "Centreviews," located at 2975 Lone Oak Drive, Suite 100, Eagan, MN 55121 and City of Duluth for and on behalf of ComfortSystems, a division of the City of Duluth Public Works & Utilities Department, herein called the "Customer" or "City", a Minnesota municipal corporation, each alone a "Party" and collectively, the "Parties".

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the parties agree as follows:

1. SCOPE OF SERVICES.

- a. Centreviews will provide Customer with the services described in Statements of Work in the form of Exhibit A, including any amendments to Exhibit A, in accordance with the terms of this Agreement. In exchange for the services, Customer agrees to pay Centreviews the fees specified in each Statement of Work.
- b. Commencing on the first anniversary of the date of this Agreement and each successive anniversary, Centreviews may submit a request to the City to increase prices by no more than the rate increase reflected at the time of such anniversary in the Consumer Price Index for All Urban Consumers in the category "U. S. All items 1982-84 = 100" for the most recent twelve month period. Customer shall be notified 30 days in advance of any price increases as a result of material cost increase and shall not be subject to the aforementioned limitations of when they occur. Centreviews will submit supporting documentation from the mill for price increases relating to material costs. Any price increases shall be agreed to by the Parties in writing.
- c. Customer also shall reimburse Centreviews for all Customer approved out of pocket expenses (including postage, materials, and reasonable travel expenses) incurred by Centreviews in connection with the performance of its obligations under this Agreement. Travel expenses include but are not limited to airfare, ground transportation, lodging, meals, mileage, parking, rental cars and tolls. All travel expenses will be identified on Centreviews' invoice to the Customer.
- d. Any additional service performed by Centreviews at the request of the Customer shall be invoiced at no more than Centreviews' then prevailing rates.

2. TERM OF AGREEMENT AND TERMINATION.

- a. The term of this Agreement shall commence on the Effective Date and shall continue, unless earlier terminated as provided for herein, for a period of one (1) year (the "Initial Term"). This agreement may be renewed for three (3) additional one (1) year terms (each a "Renewal Term"), by mutual written consent of authorized representatives of the parties. Nothing herein guarantees any such renewal(s).
- b. Either party may terminate this agreement upon the other party's failure to comply in any material respect with the terms and conditions of this Agreement, if at least thirty (30) days prior to any termination for default, other than a payment default, and ten days prior to termination for a payment default, the party seeking to terminate shall give written notice of its intention to terminate this Agreement to the other party and during such period the other party shall fail to cure the default set forth in the notice.
- c. Upon termination of this Agreement, all rights and obligations of the parties, with the exception of the confidentiality provisions set forth in this Agreement, shall cease to have effect immediately. Termination shall not affect accrued rights and obligations of the parties at the date of termination, including any amounts due and payable to the other party. Centreviews may apply any deposits received from Customer against any amounts due Centreviews for services provided to Customer. Customer shall return all Centreviews owned property to Centreviews within 30 business days of termination of this Agreement.

3. **BUSINESS PARTNERS.** In providing services, Centreviews occasionally relies on its business partners ("Subcontractors") having expertise and capabilities in different aspects of the services to be provided. Centreviews shall provide city with a minimum of thirty-day (30) notice prior to subcontracting out work under this Agreement. City shall have the right to reject any subcontractor.

4. **TITLE AND OWNERSHIP OF SOFTWARE.** Centreviews or the relevant Centreviews Subcontractor shall retain title to all software code utilized by Customer in connection with the terms of this Agreement, whether for software modifications, changes, enhancements, conversions, upgrades, or additions made or completed under this Agreement, including all applicable rights to patents, copyrights, trademarks and trade secrets. Customer agrees not to sell, transfer, publish, disclose, display or otherwise make available to others any of the software code, documentation or other material relating to the software. During the term of this Agreement, Customer shall have a nonexclusive license to utilize Centreviews software provided that such software is used by Customer only for the purpose it was provided by Centreviews.

5. CONFIDENTIALITY.

- a. In connection with the performance of this Agreement, the parties expect to furnish to each other (or have furnished to each other) certain information that is either non-public, confidential or proprietary in nature. Each party will be a "Disclosing Party" with respect to such information which that party discloses to the other party, and will be a "Recipient" with respect to such information which that party receives from any Disclosing Party. Such information, in whole or in part, together with analyses, compilations, studies or other documents prepared by Recipient or its directors, officers, employees, agents or advisers that contain or otherwise reflect such information, is hereinafter referred to as "Information." Information includes, but is not limited to, information pertaining to Disclosing Party's financial condition, Disclosing Party's customers or potential customers (including, but not limited to, the identity thereof, contact information, and the requirements of such customers), actual or proposed pricing or other contract terms for services between Disclosing Party and Recipient or between Disclosing Party and its customers, and Disclosing Party's business and marketing plans.
- b. This Agreement shall not apply to (and "Information" does not include) information that: (i) was already in the possession of Recipient prior to disclosure by Disclosing Party; (ii) is or subsequently becomes a part of the public domain through no fault of Recipient; (iii) is subsequently disclosed to Recipient by a third party not under any confidentiality obligation to Disclosing Party; or (iv) information that Disclosing Party has otherwise approved in writing for disclosure by Recipient. This Agreement shall not be deemed to prohibit disclosures: (I) required by applicable law, regulation, court order or subpoena, provided, however, that in the case of disclosures required by court order or subpoena, Recipient shall give Disclosing Party written notice prior to making any such disclosure, and an opportunity to contest and/or seek a protective order with respect thereto; (II) to auditors, regulators or professional advisors of either party, provided, that such persons are obligated to maintain the confidentiality of the information they receive; (III) to the affiliates of the parties, provided, that each party shall

be responsible for assuring its affiliates' compliance with the terms hereof; and (IV) to the contractors of either party who are providing services to such party and who are subject to binding confidentiality obligations.

- c. Each party shall use the other's Information solely to fulfill its obligations under this Agreement.
- d. Recipient acknowledges and agrees that Disclosing Party's Information is confidential and proprietary property of Disclosing Party or its suppliers and customers and constitutes a valuable trade secret of Disclosing Party or such suppliers or customers. Nothing herein shall be construed as granting Recipient any right, title or interest in Disclosing Party's Information. Recipient agrees to hold Disclosing Party's Information in trust and to use reasonable efforts to maintain, protect and assure the confidentiality thereof. Except as expressly provided above, Recipient, whether by act or omission, shall not copy, publish, disseminate, divulge, release, furnish or otherwise disclose Disclosing Party's Information to any other person or entity for any purpose whatsoever. Recipient shall give access to Disclosing Party's Information only to such of its employees as have a need to know in connection with the purpose specified herein. Recipient shall give Disclosing Party immediate notice of any unauthorized use or disclosure of Disclosing Party's Information. All of Disclosing Party's Information shall be returned to Disclosing Party on request, along with the certification of a responsible officer of Recipient that no Information of Disclosing Party or copy thereof remains in its possession.
- e. Each party acknowledges and agrees that the other party would be damaged irreparably in the event any of the covenants regarding confidentiality in this Section are breached. Accordingly, each party agrees that in addition to any other remedy to that such party may be entitled at law or in equity, the other party shall be entitled to injunctive relief to enforce the covenants contained in this Section.

6. RECORDS AND INSPECTION.

- a. Records shall be maintained by Centreviews in accordance with requirements prescribed by the City, as set forth in **Exhibit B**, and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- b. Centreviews will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- c. Centreviews shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- d. Centreviews shall ensure that at any time during normal business hours and as reasonably often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement in **Exhibit B**. Centreviews will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

- 7. DELIVERY AND ACCEPTANCE.** If in the course of performing services described in any Statement of Work, Centreviews is required to deliver any goods or documents to Customer, Customer agrees to pay all freight, insurance, packing and other transportation charges. Customer shall inspect all goods or documents promptly upon receipt thereof at the destination and may reject any goods or documents that fail in any significant respect to meet written acceptance specifications. All goods or documents not rejected by written notification to Centreviews within 10 days of receipt shall be deemed to have been accepted. The risk of loss for such goods or documents shall pass to Customer upon delivery by Centreviews of the goods or documents to a common carrier.

- 8. BILLING AND PAYMENT.** Invoices will be rendered periodically in an electronic format and delivered via e-mail to the Customer. Payment for all services provided by Centreviews is due net thirty (30) days from the billing date. Invoices not paid by due date shall be charged a rate of interest equal to the greater of 1.5% per month or the maximum legal rate, until paid. Customer agrees to remit payments to Centreviews at the above address or to an address as directed by Centreviews.

- 9. TAXES.** All applicable taxes, fees, levies imposts, duties, withholding or other charges, exclusive of those relating to Centreviews' net income, (including any interest and penalty thereon) arising from the provision of the services herein are to be paid by the Customer. Customer shall indemnify and hold harmless Centreviews from and against any liability for such taxes, fees, levies, imposts, duties, withholding or other charges, exclusive of those relating to Centreviews' net income, (including any interest and penalty thereon) arising from the provision of the services described herein.

- 10. LIMITATION OF LIABILITY. CENTREVIEWS' ENTIRE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT ARE PROVIDED IN THIS AGREEMENT AND ANY DAMAGES SHALL BE LIMITED TO THE AMOUNTS BILLED AND PAID BY CUSTOMER TO CENTREVIEWS FOR MONTHLY SERVICES, EXCLUSIVE OF ANY POSTAGE OR OTHER PASS THROUGH EXPENSES, WITHIN THE LAST 90 DAYS UNDER THIS AGREEMENT. CENTREVIEWS WILL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWSOEVER ARISING, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT, EVEN IF CENTREVIEWS HAS BEEN PREVIOUSLY MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGE. NO ACTION, REGARDLESS OF FORM, RELATING TO OR ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO ANY DAMAGES.**

- 11. EXPRESS DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN SET FORTH, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSES, ARE MADE BY CENTREVIEWS FOR ANY SERVICES PERFORMED OR PRODUCTS PROVIDED HEREUNDER. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF CENTREVIEWS HAS ANY AUTHORITY TO BIND CENTREVIEWS TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED HEREIN.**

12. **LOST OR DAMAGED DATA.** Centreviews will use commercially reasonable care to prevent the loss or damage of any data and documents of Customer that are in the possession or control of Centreviews or its contractors. Centreviews assumes responsibility for data and/or documents at the time of transfer from Customer to Centreviews, until transfer of data and/or documents back to Customer or to a third party authorized by Customer. If any such data or documents are lost or damaged for any reason other than the intentional misconduct or gross negligence of Centreviews, its employees, or Subcontractors, Customer's sole remedy shall be to recover from Centreviews all actual costs and expenses reasonably incurred by Customer in recreating such data or documents,.
13. **FORCE MAJEURE.** Centreviews will not be held responsible for failures or delays in performance caused by governmental proclamations, ordinances or regulations, strikes, lockouts, public disorders, transportation failures, floods, unusually severe weather, power failures, fires, explosions, acts of God, acts of war or terrorism or other catastrophes beyond Centreviews' reasonable control.
14. **PUBLICITY.** Centreviews may identify Customer as a customer in business dealings with potential customers, investors, and financing institutions. Centreviews may publish news releases that identify Customer as a customer with the written consent of the Customer. Customer may withhold or revoke these rights at any time upon written notice to Centreviews.
15. **INDEPENDENT CONTRACTORS.** The parties agree that they are independent contractors, and no agency, partnership, employment or joint venture arrangement shall be deemed to exist by virtue of this Agreement, performance hereunder or otherwise. No employee or independent contractor of Centreviews shall be deemed to have any employment or independent contractor relationship with City by virtue of this Agreement or performance hereunder, and such individuals shall have no claim against City for any employee benefits offered to employees of City.
16. **ASSIGNMENT.** This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns. Neither party shall assign this Agreement without the written consent of the other party, which shall not be unreasonably withheld.
17. **ENTIRE AGREEMENT.** This Agreement, along with any attached Exhibits and/or Amendments, constitutes the entire agreement between Centreviews and Customer. This Agreement supersedes any or all prior Agreements and understandings between the parties on the subject matter hereof and may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by both Centreviews and Customer.
18. **NO WAIVER.** The failure of either party hereto in any one or more instances to insist upon the performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege conferred in this Agreement, or the waiver or any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
19. **SEVERABILITY.** Each of the covenants, paragraphs and subparagraphs in this Agreement shall be independent and severable from the others and should any such covenant, paragraph, or subparagraph be for any reason be held illegal, invalid, or unenforceable in whole or in part, said illegality, invalidity, or unenforceability shall not affect any other provision in this Agreement. Similarly, should any covenant, paragraph, or subparagraph contained herein be held by any court of competent jurisdiction to be overly broad as to be unenforceable, then the parties hereto agree that said court may enforce so much of said covenant, paragraph, or subparagraph as is held by said court to be otherwise enforceable, notwithstanding any holding as to overbreadth of any other portion of said covenant, paragraph, or subparagraph.
20. **INDEMNIFICATION.** To the extent allowed by law, Each Party shall defend, indemnify and hold the Other Party and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the a) breach of this Agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with the Party's employees or contractors, or d) the use of any materials or data supplied by the Centreviews to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for two years after the termination of this Agreement.
21. **INSURANCE.** Centreviews shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:
 - a. Workers compensation insurance in accordance with applicable law
 - b. Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - c. City of Duluth shall be named as an Additional Insured under the Public Liability and Automobile Liability and Centreviews will provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Centreviews' interests and liabilities.
 - d. The use of an Accord form as a certificate of insurance shall be accompanied by two forms:(i) ISO Additional Insured Endorsement (CG-2010 pre-2004) and (ii) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office. Such insurance shall protect Centreviews, its employees, agents and representatives from claims and damages including but not limited to personal injury and death by Centreviews, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
 - e. Certificates showing that Centreviews is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
22. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by, interpreted, and construed in all respects in accordance with the laws of the State of Minnesota without regard to conflict of laws principles.

- 23. **NOTICES.** Notices provided for by this Agreement shall be made in writing either (a) by delivery of the notice into the hands of the other party or (b) by mailing the notice to the last known address of the other party, certified or registered mail, return receipt requested or (c) by delivery of the notice to a nationally known overnight courier. E-mail notices are sufficient to meet the notice requirement, provided an original copy follows it in a timely manner. The notice shall be deemed to be received in case (a) on the date of its receipt by the other party, in case (b) three days after the date of its mailing, and in case of (c) on the next business day following delivery.
- 24. **SURVIVAL.** The rights and obligations of the parties, which, by their nature or context, would be expected to survive the termination, cancellation or expiration of this Agreement for any reason shall so survive, including the rights and obligations set forth in Sections 4, 5, 9, 10, 11 and 21 of this Agreement.
- 25. **COUNTERPARTS.** This Agreement may be executed by facsimile signature and in any number of counterparts.
- 26. **CAPTIONS.** Section headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretations of this Agreement or any of its provisions.

N WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Customer

API Outsourcing, Inc.

By: _____

By: _____

Mayor Date

Print Name: _____

Title: _____

Attest: _____

Date: _____

City Clerk Date

Countersigned:

City Auditor Date

Approved as to form:

City Attorney Date

**Exhibit A
Statement of Work
for
Print and Mail Services
ComfortSystems**

This Statement of Work ("SOW") is made and entered into January ____, 2018, by and between Centreviews, a division of API Outsourcing, Inc., herein called "Centreviews," located at 2975 Lone Oak Drive, Suite 100, Eagan, MN 55121 and City of Duluth for and on behalf of ComfortSystems, a division of the City of Duluth Public Works & Utilities Department, herein called the "Customer" or "ComfortSystems", located at 100 City Hal, 411 W. 1st Street, Duluth, MN 55802, each alone a "Party" and collectively, the "Parties".

Terms and Conditions:

The terms and conditions of the Master Service Agreement, dated January ____, 2018 are incorporated by reference and shall apply to this Statement of Work ("SOW"). If the terms and conditions set forth in this SOW conflicts with the terms and conditions set forth in the Master Service Agreement or to an Amendment or SOW of prior date, then the terms and conditions set forth in this SOW shall supersede and replace the conflicting terms and conditions set forth in the Master Service Agreement or the Amendment or SOW of prior date.

The term of this SOW will be for twelve (12) months from the "Go Live" date of this application. This Agreement shall automatically renew for additional twelve (12) months terms unless either party provides the other party with written notice of its desire to terminate this SOW one hundred and eighty (180) days before the end of the original term or any renewal term.

API Services: Print and Mail Solution Overview and Pricing:

API will process print and mail approximately 430,000 invoices annually (35,800 per month). ComfortSystems will send XML data files through SFTP by 2:00 PM CST Monday through Friday. These files will be processed, printed and delivered to the USPS the next business day from receipt of file. ComfortSystems requires that the vendor provide an auto confirmation of every electronic file received to ensure accuracy. Invoices are printed on 8 1/2" by 11" 2/1 preprinted perforated paper. Variable data is printed on side one only in monochrome with the second side having static contact billing information, policy statements, and payment instructions. The simplex printed invoice is inserted into a #10 left window envelope with the "City of Duluth" logo and return address for ComfortSystems along with an API standard single window #9 return envelope.

Each processed file will include a single PDF file which will include all invoices for that day's processing. This file will be placed on the FTP for Comfort Systems to pull for review and approval. At this time ComfortSystems will archive there images so there is not a need to utilize the API archival system.

Professional Services Fees:

One Time Professional Services Fee for Print Application Program \$4,000.00 (Waived)

Includes:

- Base program includes:
 - Project management
 - File mapping
 - Data composition
 - Production build out
 - Validation controls
 - Confirmation and reporting
 - Testing
 - Implementation

Transactional Fees:

- Invoice Processing Costs \$0.06 per page
Included:
 - Receive data file daily
 - Create invoice
 - Print invoice
 - Paper
 - Return Envelope
 - Single insert
- Postal Presort of #10 envelopes \$0.01 per envelope
- #10 single window #10 envelope \$0.018 per envelope
- Postage - 1 oz. First Class – at the lowest available presort rate At Cost

Additional services:

- Inserting one marketing/informational piece \$0.01 per insert
- PDF creation (1) \$0.006 per PDF
- PDF Storage for twelve (12) months (optional) \$0.008 per PDF
- Image Storage beyond year 1 (optional) \$0.006 per PDF per year
- Full color dynamic printing (optional) TBD
- Professional Services - Additional Standard Programming \$200.00 per Hr (1hr min)
- Monthly Communications Connection – Ftp Enabled Supplied by Customer

(1) This service fee will be applicable when individual PDF's of each invoice are created.

Minimum Monthly Billing:

Customer agrees that during the term of this Agreement, Customer will meet a minimum monthly billing requirement (excluding "pass-through" costs and postage) for this Print and Mail application. The monthly minimum will be effective the first full month of production after the "go-live" date of the Print and Mail application.

- Monthly minimum charge: \$1,000.00

Materials:

All material and supply prices are subject to change with 10 days written notice to Customer, due to increased or decreased material expenses that may be passed on to API. Upon agreement expiration or cancellation, any materials that have been purchased or acquired and have not been used in the normal course of the Customer's applications after production has ceased, will become the Customer's responsibility and be billed back to the Customer, including any and all shipping, packaging or delivery expenses.

Postage: Postal Deposit: Customer to provide postage deposit in the amount equivalent to 60 days of anticipated actual postage expense. This anticipated postage expense will be adjusted periodically to reflect significant volume changes. The initial postage deposit for Customer is estimated at \$27,150.00 (35,800 invoices/statements/letters @ \$0.379 each X 2 months). API will invoice for actual postage costs monthly. At termination of this SOW the unused postage deposit will be returned to Customer, net of any outstanding amounts owed to API by Customer.

Payment Terms: Payment terms for Professional Services are 100% due upon signature. Payment terms for other services are set forth in the Master Service Agreement.

Changes: If Customer at any time after executing this Agreement desires to make any changes in the SOW it shall notify API in writing specifying the nature of such desired change in reasonable detail. API shall review the proposed changes and will either accept such changes by written notice to Customer within 10 business days. In the event API does not accept the proposed changes in writing within 10 business days, such changes shall be deemed rejected. If such changes have the effect of changing the price of the SOW, or effecting the time needed to complete work on the SOW, API shall notify Customer in writing of the amount of such change and the estimated change in the Completion Date.

Travel and Other Expenses: Customer agrees to pay all undisputed travel and teleconference expenses that are reasonably incurred by API and approved by Customer in writing in advance in providing the Professional Services requested by Customer. API will bill Customer separately for travel and teleconference expenses.

Customer

API Outsourcing, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B

Insert a listing of specific records to be retained by Centreviews for the City and any other specific requirements