



Please complete the information highlighted in yellow below.

Date	10/15/13
------	----------

Pro Edition Order Schedule (OS) Confirmation

General Information

Client Name	City of Costa Mesa, CA
Client Contact	William Lobdell City of Costa Mesa 77 Fair Drive, Costa Mesa, CA
Client Contact Email	william.lobdell@costamesaca.gov

Accounts Payable Information

Accounts payable contact will receive invoice via email. Please enter their information below:

AP Contact AP Address	
AP Contact Email	

Agreement Term

Invoices will be sent out using the term start and end dates below:

Term Start	11/20/13
Term End	11/20/14

PublicStuff, Inc.

214 W 29th Street, Room 205, New York, NY 10001 | email: sales@publicstuff.com | phone: (347) 442-7227

Description of Services

PublicStuff, Inc. ("PublicStuff") will provide Client with access to PublicStuff's citizen engagement & workflow management suite (the "Services"), which includes the following:

- Custom branded smartphone applications
- Public-facing web portal
- Cloud-based CRM and administrative dashboard

Staff User Accounts	75 Included
Mobile Application	City branded in-app store application for iOS, Android, General Blackberry with Unlimited Widgets
Mapping Features	Google (standard) and ESRI (enhanced)
API & Integration Support	Yes
Voice & SMS Features	Toll Free Phone & Text #'s
Reporting	Enhanced reporting with analytics
System Configuration	Remote, account manager assisted
Training	Remote, account manager assisted
Account Support	Account Management support is available Monday through Friday between 9:00am and 6:00pm EST, excluding holidays.

PublicStuff, Inc.

214 W 29th Street, Room 205, New York, NY 10001 | email: sales@publicstuff.com | phone: (347) 442-7227

Products & Pricing Conditions

Products & Services

Product	Billing Frequency	Price
PublicStuff PRO, Full system: Year 1	1 year	\$13,008

If billing frequency for any product or service above is Annual or any other period of time, the price shown for that item is the amount to be billed at each billing interval during the Agreement Term.

Purchase Order Information

Is a purchase order (PO) required for the purchase or payment of the products on this order schedule? No Yes

If yes, please complete the following:

PO Number	
PO Amount	

Payment

PublicStuff will send Client invoices on an upfront basis based on the PublicStuff Agreement Term Start Date. Payments will be due within 45 days of the PublicStuff Agreement Term Start Date. Any changes to the Term Start Date needs to be approved in writing by both parties. Should PublicStuff not receive payment when due, PublicStuff reserves the right to discontinue Services upon ten days prior with written notice. Client will be responsible for all costs and expenses (including, without limitation, reasonable attorneys fees) PublicStuff incurs in collecting late payments not disputed in good faith.

PublicStuff, Inc.

214 W 29th Street, Room 205, New York, NY 10001 | email: sales@publicstuff.com | phone: (347) 442-7227

Acceptance & Authorization

This Order Schedule ("OS") is entered into between Client and PublicStuff. Except as otherwise specifically set forth herein, Client accepts and agrees to adhere to the Terms and Conditions for PublicStuff Services hereby incorporated by reference and available at: <http://www.publicstuff.com/terms> which, together with this OS will be referenced as the "Agreement." This Agreement between Client and PublicStuff, which Client hereby acknowledges and accepts, constitutes the entire agreement between PublicStuff and Client governing the Services referenced above. Client represents that its signatory below has the authority to bind Client to the terms of this Agreement. The terms of this Agreement are Confidential Information. The Agreement shall be governed by the laws of the State of California and that In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

PublicStuff, Inc.

214 W 29th Street, Room 205, New York, NY 10001 | email: sales@publicstuff.com | phone: (347) 442-7227

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.


CITY OF COSTA MESA,
A municipal corporation



Chief Executive Officer of Costa Mesa

Date: 11/14/13


CONSULTANT



Signature
SURJA YALAMANCHILI, CEO


Name and Title

Date: 11-18-13



Social Security or Taxpayer ID Number

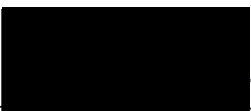
APPROVED AS TO FORM:



City Attorney

Date: 11/12/13

APPROVED AS TO INSURANCE:



Risk Management

Date: 11/12/13

PublicStuff, Inc.

214 W 29th Street, Room 205, New York, NY 10001 | email: sales@publicstuff.com | phone: (347) 442-7227

Client#: 7377

PUBLICIST

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: William Gallagher Associates Insurance Brokers, Inc. 470 Atlantic Avenue Boston, MA 02210. CONTACT NAME: William Gallagher Associates. PHONE (A/C, No, Ext): 617 261-6700. FAX (A/C, No): 617 261-6720. INSURER(S) AFFORDING COVERAGE: INSURER A: Valley Forge Insurance Company (NAIC #: 20508), INSURER B: Continental Casualty Company (NAIC #: 20443), INSURER C: Syndicate 2623/623 at Lloyds, INSURER D: , INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability (Policy # 5092178009), Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability (Policy # W125D9130201).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds under the General Liability with respect to this subject project and contract with City. Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City. Evidence of Professional Liability policy only.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Costa Mesa, 77 Fair Drive, Costa Mesa, CA 92626. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Redacted]

CNA Connect

Endorsement Declaration

POLICY NUMBER B 5092178009	COVERAGE PROVIDED BY VALLEY FORGE INSURANCE COMPANY 333 S. WABASH CHICAGO, IL. 60604	FROM - POLICY PERIOD - TO 09/07/2013 09/07/2014
	INSURED NAME AND ADDRESS PUBLICSTUFF INC 214 W 29TH STREET, RM 205 NEW YORK, NY 10014	
AGENCY NUMBER 018339	AGENCY NAME AND ADDRESS WILLIAM GALLAGHER ASSOC INS BRKS INC 470 ATLANTIC AVENUE BOSTON, MA 02210 Phone Number: (617)261-6700	
BRANCH NUMBER 120	BRANCH NAME AND ADDRESS BOSTON BRANCH OFFICE 53 STATE ST. STE 510 BOSTON, MA 02109 Phone Number: (617)994-4300	

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

This endorsement changes your policy. Please read it carefully.
This Endorsement Results In No Change In Premium.

The Named Insured is a Corporation.

Audit Period is Not Auditable



POLICY NUMBER
B 5092178009

INSURED NAME AND ADDRESS
PUBLICSTUFF INC
214 W 29TH STREET, RM 205
NEW YORK, NY 10014

ADDITIONAL INTEREST SCHEDULE

LOCATION 1 **BUILDING** 1

The following has been added to your policy effective 10/18/2013

Type: Designated Person or Organization

Additional Interest Name and Address:

CITY OF COSTA MESA

77 Fair Drive

Costa Mesa , CA 92626

POLICY NUMBER
B 5092178009

INSURED NAME AND ADDRESS
PUBLICSTUFF INC
214 W 29TH STREET, RM 205
NEW YORK, NY 10014

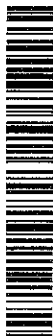
FORMS AND ENDORSEMENTS SCHEDULE

The following list shows the Forms, Schedules and Endorsements by Line of Business that are a part of this policy.

COMMON

The following forms have been added to your policy, effective 10/18/2013

FORM NUMBER		FORM TITLE
G56015B	11/1991	ENDORSEMENT EFFECTIVE 10/18/2013
G56015B	11/1991	ENDORSEMENT EFFECTIVE 10/18/2013



[Redacted Signature]

Chairman of the Board

Countersignature

[Redacted Signature]

Secretary

POLICY NUMBER
B 5092178009

INSURED NAME AND ADDRESS
PUBLICSTUFF INC
214 W 29TH STREET, RM 205
NEW YORK, NY 10014

POLICY CHANGES
ENDORSEMENT EFFECTIVE 10/18/2013

This Change Endorsement changes the Policy. Please read it carefully.
This Change Endorsement is a part of your Policy and takes effect on the
effective date of your Policy, unless another effective date is shown.

The following Additional Insured(s) has (have) been added:

Form #:SB300113 Title:ADDITIONAL INSURED-DESIGNATED PERSON

Name and Address:
CITY OF COSTA MESA
77 FAIR DRIVE
COSTA MESA, CA 92626



[Redacted signature area]

Chairman of the Board

[Redacted signature area]

Secretary

POLICY NUMBER
B 5092178009

INSURED NAME AND ADDRESS
PUBLICSTUFF INC
214 W 29TH STREET, RM 205
NEW YORK, NY 10014

POLICY CHANGES
ENDORSEMENT EFFECTIVE 10/18/2013

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

SB-147052-A

(Ed. 03/06)

This form has been added to the policy:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - NOTICE OF CANCELLATION

OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

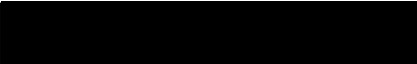
BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Number of days required by state: 30
2. Name: CITY OF COSTA MESA
3. Address: 77 FAIR DRIVE, COSTA MESA, CA 92626




Chairman of the Board


Secretary

100200095092178008369



END OF COPY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	CONTACT NAME: Risk Management Department		
	PHONE (A/C, No, Ext): (888) 443-8489	FAX (A/C, No): (800) 889-0021	
E-MAIL ADDRESS: work.oomp@trinet.com			
INSURED TriNet HR Corporation and all its affiliates and subsidiaries* Labor Contractor for PublicStuff, Inc. 9000 Town Center Parkway Bradenton, FL 34202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Commerce & Industry Ins Co		19410
	INSURER B: Illinois National Ins Co		23817
	INSURER C: Ins Co State of Penn		19429
	INSURER D: Nat'l Union Fire Ins Co		19445
	INSURER E: New Hampshire Ins Co		23841
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	039405563 (NY)	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000 See attached Waiver of Subrogation in favor of certificate holder

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 95ZJ / BPC

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Costa Mesa:
77 Fair Drive

Costa Mesa CA 92626

TriNet Client Number: 95ZJ / BPC

Client Name: PublicStuff, Inc.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **See Accompanying Certificate**
Insured: TriNet HR Corp.
and all its affiliates & subsidiaries

Policy No.
See Accompanying Certificate

Endorsement No.
Premium \$

Insurance Company: **See Accompanying Certificate**

Counter Signed By _____

WC 00 03 13
(Ed. 4-84)