

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20630

Sponsor(s): Crystal Williams

Date: March 1, 2021

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting a transfer within the Assessment Fund and Awarding a Six-Month Contract for Temporary Office Space for the Assessment Department to Novel Coworking (Kessler Building, 1301 Oak, KCMO) of Kansas City, Missouri as a Sole Source in an amount not to exceed \$37,263.</u></p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$37,263</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$37,263</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$37,263</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>TRANSFER FROM: 045-1903-56661 Assessment Fund, Assessment System, Software Purchases</td> <td>\$37,263</td> </tr> <tr> <td>TRANSFER TO: 045-1902-56620 Assessment Fund, Assessment Department, Rent-Buildings</td> <td>\$37,263</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$37,263	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$37,263	Amount budgeted for this item * (including transfers):	\$37,263	Source of funding (name of fund) and account code number:		TRANSFER FROM: 045-1903-56661 Assessment Fund, Assessment System, Software Purchases	\$37,263	TRANSFER TO: 045-1902-56620 Assessment Fund, Assessment Department, Rent-Buildings	\$37,263
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): 5414, October 19, 2020 Prior resolutions and (date):</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>														
<p>REQUEST SUMMARY</p>	<p>The Assessment Department has an immediate need for Temporary Office Space to house the Tyler Technology staff (for the CAMA and Reassessment Projects) and additional Assessment Associates that are in the process of being hired. Research indicates there are no other temporary office spaces within close proximity to the downtown Jackson County Courthouse that have immediate availability. A large enough office space within the County Courthouse is not available at this time. A six-month lease would allow a formal bid process to take place for Rental Office Space for the Assessment Department.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Assessment Department and the Purchasing Department recommend the Award of a Six-Month Contract for the furnishing of Temporary Office Space to Novel Coworking of Kansas City, Missouri as a Sole Source in an amount not to exceed \$37,263.</p> <p>The Director of Finance and Purchasing requests the following transfer:</p> <table> <tr> <td></td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>045-1903-56661 Assessment Fund, Assessment System, Software Purchases</td> <td>\$37,263</td> <td></td> </tr> <tr> <td>045-1902-56620 Assessment Fund, Assessment Department, Rent-Buildings</td> <td></td> <td>\$37,263</td> </tr> </table>		FROM:	TO:	045-1903-56661 Assessment Fund, Assessment System, Software Purchases	\$37,263		045-1902-56620 Assessment Fund, Assessment Department, Rent-Buildings		\$37,263					
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<p>CLEARANCE</p>	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														

COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	No goals assigned
ATTACHMENTS	A Memorandum from Jeph BurroughsScanlon, Deputy Director of Assessment and the Rental Agreement from Novel Coworking	
REVIEW	Department Director: <i>Mark Lang</i>	Date: 2/19/2021
	Finance (Budget Approval): <i>If applicable</i>	APPROVED By Mark Lang at 3:19 pm, Feb 22, 2021
	Division Manager: <i>[Signature]</i>	Date: 2/22/2021
	County Counselor's Office: <i>Bryan Conner</i>	Date: 2/25/2021

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____.
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



ASSESSMENT DEPARTMENT

(816) 881-3239
Fax: (816) 881-1388

JACKSON COUNTY

JACKSON COUNTY COURTHOUSE
415 EAST 12TH STREET, FIRST FLOOR MEZZANINE
KANSAS CITY, MISSOURI 64106
WWW.JACKSONGOV.ORG

MEMORANDUM

FROM: Jeph BurroughsScanlon, Deputy Director of Assessment *JAS*
TO: Barbara Casamento, Purchasing Administrator
CC: Bob Crutsinger, Director of Finance
Mark Lang, Budget Administrator
DATE: March 2, 2021
RE: Novel Coworking (Kessler Building; 1301 Oak St.) sole source provider

On October 19, 2020 the Jackson County Legislature passed and approved a contract with Tyler Technologies of Moraine, Ohio for the benefit of the Jackson County Assessment Department and the need to update our CAMA system and improve our reassessment processes. As a provision of this contract, the Assessment Department has been asked to provide co-working space for Tyler staff members and additional Assessment Department staff members – as many as 25 people co-working and training in a single space, as soon as possible/practical after December 1, 2020.

The Assessment Department has a need to obtain office space close to the Courthouse and with immediate availability. We recently became familiar with Novel Coworking (Kessler Building; 1301 Oak St.) of Kansas City, Missouri by way of other County Departments using space in this facility. We are unaware of any similar company who can offer the same space and services in an immediate manner as required for the seamless and consistent work of the upcoming reassessment and annual maintenance tasks. For these reasons we believe Novel Coworking to be a sole source vendor for the specific space and services we need.

We are requesting a short term contract with Novel Coworking from a near-term execution date until August 31, 2021 (about six and a half months). This will help satisfy our immediate need for office space while giving us time to send out a request for a long-term proposal for office space. The Assessment Department is requesting that Novel Coworking (Kessler Building; 1301 Oak St.) of Kansas City, Missouri be granted a short term contract at \$5,109.00 per month (\$11,718.00 first month total including service retainer, set-up and exit fees) in an estimated total amount of \$37,263 through August 2021.

Attached is a copy of the Office Service Agreement from Katie Whipple, Area Sales Manager, Novel Coworking, as the proposed contract from Novel Coworking.

Office Service Agreement



Industry:	Government	Agreement Date (mm/dd/yy):	2/26/2021
NOVEL COWORKING("NOVEL COWORKING")		CLIENT DETAILS ("the Client")	
Center Name:	1301 Oak Level Office LLC	Company Name:	Jackson County
Center Manager Name:	Katie Whipple	Individual Name:	
Address:	1301 Oak St	Address:	
	KCMO 64106		
Phone:	8166862014	Phone:	
Email:	Katie@novelcoworking.com	Email:	
Start Date:	3/9 /21	End Date*:	9/30/2021

OFFICE PAYMENT DETAILS

Office or Suite Number	Monthly Office Fee
Suite 100A	\$5,109.00
TOTAL PER MONTH	\$5,109.00

First Month's Fee:	\$5,109.00
Service Retainer:	\$5,109.00
Set Up and Exit Fee	\$1,500.00
TOTAL INITIAL PAYMENT:	\$11,718.00

* All agreements end on the last calendar day of the month

Comments:

1. Novel Coworking acknowledges that Client has provided notice of its intent NOT to auto-renew this agreement. Therefore agreement will terminate as of September 30, 2021 without further notification needed from Client. 2. B. This Agreement is confidential. Client may not disclose any of the pricing or terms of this Agreement without express written consent of Novel Coworking. Confidentiality remains in place even after the termination of this Agreement. Client's obligations under this paragraph are subject to the provisions of the Missouri Open Records Act, Chapter 610, RSMo. 3. Client shall occupy Suite 100A March 9, 2021 -March 31, 2021 free of office rental fee.

We enter into this Agreement and agree to all of its terms and conditions:

Name (Printed): <u>Katie Whipple</u>	Name (Printed): _____
Date: _____	Date: _____
Signature: _____	Signature: _____

Agreement Terms & Conditions

- A. This Agreement does not create tenancy interest, leasehold estate or other real property interest on behalf of the Client in regards to the office accommodations. This shall be strictly construed as a license to use the office accommodations as indicated by the Office Suite # described above. NOVEL COWORKING retains the possession and control over the office center in its entirety. The Client accepts the right to temporarily share the NOVEL COWORKING office center dependent on the terms and conditions as stated in this Agreement. This Agreement is between NOVEL COWORKING and the Client and cannot be transferred to a third party.
- B. This Agreement is confidential. Client may not disclose any of the pricing or terms of this Agreement without express written consent of Novel Coworking. Confidentiality remains in place even after the termination of this Agreement.
- C. Credit and Debit cards are subject to a convenience fee. Sales tax will be added to the monthly invoice where applicable.
- D. Client understands and agrees that the coworking lounge may be made unavailable from time to time, at any time, for Events.
- E. If the Client requires a company name change, requests must be submitted to NOVEL COWORKING in writing with 7 days advance notice.

FORM OF PAYMENT

Payment Via Check	Payment Via ClickPay
Check Number:	Transaction ID #:
Check Amount:	Make Payment:
Date Sent to Lockbox:	<i>Credit and Debit cards are subject to a convenience fee.</i>

1. Usage Conditions.

- 1a. Client agrees to use the office center for business purposes only and is not to hold or permit retail sales, auctions or sell liquor, narcotics, or tobacco of any kind within NOVEL COWORKING. The Client shall not use the NOVEL COWORKING office center for distribution, manufacturing, or any illegal or immoral purposes.
- 1b. Client does not have the right to sublease the office space to a third party.
- 1c. NOVEL COWORKING is not responsible for any of the Client's property and is not liable for any damages or theft.
- 1d. Office accommodations are rented in as-is condition. No alterations may be made to the office accommodations including the addition or changing of locks to the windows or doors. Client shall not install draperies or other window coverings in the office accommodations.
- 1e. Client agrees to be respectful of all NOVEL COWORKING property including the office accommodations and common areas within the office center and all office furniture and equipment. Client is liable for damage.
- 1f. Client agrees to use electrical current provided in the office accommodations for ordinary lighting and personal computers only. Client shall not store or operate any large equipment, including heaters, stoves, coffee makers, vending machines, copiers, refrigerators, grills, servers, or other equipment. If special installation or wiring is required, it will be at the Client's expense and granted only upon written consent from NOVEL COWORKING.
- 1g. Client shall not sleep or live within the NOVEL COWORKING office center.
- 1h. Client shall not obstruct business for any other NOVEL COWORKING clients.
- 1i. Client agrees to cause guests to wait in designated guest waiting areas only.
- 1j. Client accepts full responsibility for the legal and appropriate conduct of all employees and guests of employees, including consumption of alcohol on premises as legally acceptable according to state and federal law.
- 1k. Should the need arise, at NOVEL COWORKING'S sole discretion, NOVEL COWORKING may provide the Client with alternative office accommodations of comparable value or better.
- 1l. Client implicitly agrees to allow photos that they and their employees and guests appear in at NOVEL COWORKING to be used in NOVEL COWORKING marketing materials.

2. Client Conduct.

- 2a. Client and Client's employees and guests shall conduct themselves in a businesslike manner, dress in business attire, and keep noise at a respectful level at all times while on NOVEL COWORKING premises.
- 2b. NOVEL COWORKING shall provide entry access to Client including required keys and access cards and, upon termination of this Agreement, Client agrees to return the same number of keys and access cards provided. NOVEL COWORKING will invoice Client \$50.00 per replacement key and \$25.00 per replacement access card.
- 2c. Canvassing or soliciting for business or any other purpose is prohibited by NOVEL COWORKING both in the office center and on the app. Marketing signage may be displayed only upon written consent from NOVEL COWORKING.
- 2d. No animals shall be permitted within the NOVEL COWORKING office center, aside from CERTIFIED service dogs. Clients with CERTIFIED service dogs must purchase private office accommodations.
- 2e. Client and Client's employees and guests shall not abuse or mistreat any NOVEL COWORKING employees.
- 2f. Client acknowledges that NOVEL COWORKING'S app is intended to share information and promote community. NOVEL COWORKING reserves the right to remove solicitations and comments from the app without notice.
- 2g. Client and Client's employees and other businesses under the Client's ownership shall not hire any NOVEL COWORKING employees at any time during the term of the Agreement or within 12 months of the termination of the Agreement. Client shall pay NOVEL COWORKING \$15,000 per employee per breach.
- 2h. Smoking is prohibited within the NOVEL COWORKING office center and office accommodations. Client agrees to limit smoking to the designated areas outside of the NOVEL COWORKING building.
- 2i. Weapons of any kind are prohibited within NOVEL COWORKING, regardless of a concealed carry permit.
- 2j. Client agrees to purchase and pay for honor market beverages and snacks in the NOVEL COWORKING app.

3. Services.

- 3a. NOVEL COWORKING shall provide the office accommodations as stated on the first page of the Agreement.
- 3b. NOVEL COWORKING shall provide a desk, executive chair, and internet connection in the office accommodations.
- 3c. Client will have 24-hour access to the office center and office accommodations, as well as to electricity and internet services. Client acknowledges that Novel Coworking's staff is on-site during business hours, 8:30am - 5:00pm, Monday - Friday; however, NOVEL COWORKING reserves the right to operate without on-site staff.
- 3d. Client acknowledges that NOVEL COWORKING'S HVAC hours are 7:00am - 6:00pm, Monday - Friday.
- 3e. A complete list of available services can be found on NOVEL COWORKING'S Services Guide.

4. Technology Services.

- 4a. Client agrees to conduct business and use technology services in a manner that does not interfere with the operation of the office center, disrupt any other client in the center, or adversely impact our ability to provide technology services to other clients, as determined by us at our sole and absolute discretion. Technology services are for general purpose use and the following is strictly forbidden; 1 - altering our system hardware, including, but not limited to, installing personal wifi devices, 2 - transmitting fraudulent, libelous, pornographic, or any other destructive elements, and 3 - excessive bandwidth use, including, but not limited to, streaming 4k video or distributing, downloading or sharing excessively large files. Client agrees to fully comply, and cause employees and guests to comply, with NOVEL COWORKING'S Technology Use Requirements, as such may change from time to time, posted at www.novelcoworking.com/TUFE and incorporated herein by reference.
- 4b. Client acknowledges that phone and internet services provided by NOVEL COWORKING, including, but not limited to, internet speeds, quality of service, data protection, and call rates are contingent on third party providers. While NOVEL COWORKING has internet security protocols in place, NOVEL COWORKING does not make any representations as to the security of the network or the internet. Client should adopt its own security measures as appropriate. NOVEL COWORKING cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of NOVEL COWORKING'S network.
- 4c. At Client's expense, special internet services may be installed when arranged in advance and upon express written consent from NOVEL COWORKING. Approved internet equipment is subject to additional monthly utility charges. Client shall not operate routers, servers, or other internet equipment in the office center without consent.

5. Service Retainer.

- 5a. The Client acknowledges that the office accommodations listed on the first page of this Agreement will not be reserved until after the required Service Retainer has been paid in full. Upon receipt of Service Retainer in full along with signed Agreement, the stated office accommodations shall be reserved.
- 5b. The Service Retainer provided by Client shall be held as security by NOVEL COWORKING without generating interest and may be used by NOVEL COWORKING as security against default by Client and liability for all matters referenced on this Agreement. NOVEL COWORKING is entitled to deduct monies from the Service Retainer to recover monies owed to NOVEL COWORKING through default by Client, damage to property, or to pay third party providers for services. Upon any such deduction, NOVEL COWORKING reserves the right to require an increase to the Service Retainer held.
- 5c. NOVEL COWORKING shall refund the Service Retainer in full after a 30-day period after the time of termination of this Agreement, or at such time Client's account is cleared of all outstanding balances, whichever comes first.

6. Payment, Fees, and Taxes.

- 6a. NOVEL COWORKING strives to reduce its environmental impact and supports its Clients in doing the same. NOVEL COWORKING will provide all monthly invoices electronically via email. Client agrees to make payments via an automated payment method such as ACH, Direct Debit, or Credit Card, using the NOVEL COWORKING ClickPay Portal. Credit card and debit card payments are subject to a convenience fee on the ClickPay Portal. Check payments should be mailed to ClickPay (P.O. Box 62032 Newark, NJ 07101) at the Client's expense. Cash is not accepted.
- 6b. Fixed monthly costs will be billed in advance on a monthly basis at the rates stated on the first page of this Agreement or otherwise added by Client and agreed to in writing. Fixed costs include, but are not limited to, office fees, phones, additional furniture, parking, and storage space. Variable services may be utilized by Client at an additional cost and all associated fees will be billed monthly based on usage. Client agrees to dispute the validity of any fee charged by bringing it to our attention within 30 days of invoice for resolution, or else such charges will be deemed final. Client agrees to pay all applicable sales and use taxes and all fees for any services provided.
- 6c. If Client does not pay balance in full by the 1st day of the calendar month, Client will be subject to a late fee of five percent (5%), in addition to a late fee, insufficient funds will result in a \$35 NSF fee.
- 6d. If this Agreement is for a period longer than twelve (12 months), NOVEL COWORKING will increase the monthly office fee on month 13. This increase will be set by the Consumer Price Index. Renewals are calculated separately from annual indexation increases.

7. Automatic Renewal and Termination.

- 7a. This Agreement lasts for the period stated on page one and then will be extended automatically for successive periods equal to the initial term. If Client does not wish to renew this Agreement for an additional equivalent term, Client may terminate as of the last day of the month (the "Expiration Date") by delivering written notice to NOVEL COWORKING at least ninety (90) days in advance of the Expiration Date. If Client does not provide advance written notice of termination, this Agreement will renew at the prevailing market rate. For Agreements with a term of three (3) months or less, including "month to month" Agreements, NOVEL COWORKING will require at least thirty (30) days advance written notice of termination (effective from the first day of the calendar month).
- 7b. NOVEL COWORKING may provide thirty (30) days' written notice to Client to cease Client's occupation of the office accommodations, prior to the stated termination date of this Agreement, for any reason whatsoever, if the Client is not observing the rules for the office center, as reasonably prescribed by NOVEL COWORKING, this Agreement may be terminated by NOVEL COWORKING immediately upon written notice to Client.
- 7c. At time of termination, the Client will immediately and peacefully cease occupancy of the premises, return all keys and access cards and return all office accommodations to "as new" condition. Any items left within the NOVEL COWORKING office accommodations after time of termination will be considered property of NOVEL COWORKING and may be utilized or sold without the Client's knowledge or consent.

8. Insurance.

- 8a. Client is liable for all personal belongings within the office center and responsible for providing their own insurance.
- 8b. Client shall indemnify NOVEL COWORKING, its employees, caretakers, clients, agents, or invitees against any theft, damages, or loss from the office center and office accommodations and its contents, including but not limited to data, hardware and software, except in cases of gross negligence, fraud or willful misconduct.
- 8c. Client is solely responsible for all taxes on personal property for any of their own items that they bring to and/or keep within the office center and office accommodations.

9. Legal.

- 9a. Client acknowledges that this Agreement is not a lease or any other interest in real property.
- 9b. NOVEL COWORKING is not liable for any loss of business, loss of profits, loss of anticipated savings, loss of damage to data or any consequential loss.
- 9c. If property experiences network disruption due to Client not gaining pre-approval from NOVEL COWORKING of installation of Client equipment, misconfiguring equipment on network, or causing incorrect installation of Client devices on NOVEL COWORKING network, NOVEL COWORKING will invoice the Client for all costs needed to resolve the disruption.
- 9d. In the event of a material breach of this Agreement by Client, the Client is responsible for immediate and full payment of all rental and services as stated on the first page of the Agreement in its entirety, as well as costs for any damages and legal fees if applicable, and may be asked to vacate the premises immediately.
- 9e. Client releases NOVEL COWORKING from any liability related to the receipt or handling of mail or packages on Client's behalf.
- 9f. Disclaimer of liability for third party products: In regard to services provided by NOVEL COWORKING to Client through a third-party provider, including but not limited to internet and phone service, NOVEL COWORKING disclaims any and all liability, including any express or implied warranties.
- 9g. All notices herein shall be in writing, and may be served by either mail, personal delivery, or by certified mail, addressed to the parties herein as indicated on page one of this Agreement.
- 9h. This Agreement is and at all times shall be subject and subordinate to any mortgage which may now or hereafter affect the real property of which the office suite(s) are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such mortgage. In the event of the sale of the property upon foreclosure, exercise of a power of sale, or by deed or transfer in lieu of foreclosure, Client will attorn to the purchaser and recognize and pay all rent to the purchaser or transferee as the landlord under this Agreement.

Client Signature: _____ Date: _____

Novel

COWORKING

This Addendum is in regards to the current Agreement in place between 1301 Oak Level Office, LLC (1) and Jackson County (2) as listed below:

1. LEVEL OFFICE CENTER	2. THE CLIENT
Company: 1301 Oak Novel Coworking LLC	Company: Jackson County
Address: 1301 Oak St, KCMO 64106	Name:
Phone: 816-686-2014	Phone:
Website: www.novelcoworking.com	Email:

2. ADDENDUM DETAILS

This addendum is in regard to the agreement in place between Jackson County and 1301 Oak Level Office.

This addendum serves to note the following:

1q: Novel Coworking will obtain the client's written approval and any other legally required approvals prior to knowingly taking photos of the client, its employees or its guests and will not use such photographs for any marketing purposes without the client's prior written consent.

2a: The client as well as all Client's employees and guests, shall conduct themselves in a businesslike manner, proper business casual attire, and keep noise at a respectful level at all times while on Novel Coworking premises.

8a: Client is liable for all personal belongings within the office center and responsible for providing their own insurance or self insurance.

All other terms and conditions remain the same.

3. We agree to this addendum and all its conditions:

Signed for on behalf of Novel

Name (printed): Katie Whipple

Date: _____

Signature: _____

Signed for on behalf of the Client

Name (printed):

Date: _____

Signature: _____

* Client confirms that he/she has read and understood the terms and conditions and agrees to be bound by them and Novel Coworking agrees to provide the services and accommodations as stated above.