CITY OF NEWARK
CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@Newark.org

AGENDA

Thursday, February 13, 2014

City Administration Building
7:30 p.m.
City Council Chambers

CITY COUNCIL:

Alan L. Nagy, Mayor

Ana M. Apodaca, Vice Mayor

Luis L. Freitas

Sucy Collazo

Robert Marshall

CITY STAFF:

John Becker
City Manager

Terrence Grindall
Assistant City Manager

Susie Woodstock
Administrative Services Director

Sandy Abe
Human Resources Director

Peggy A. Claassen
Public Works Director

Jim Leal
Police Chief

David Zehnder
Recreation and Community Services Director

David J. Benoun
City Attorney

Sheila Harrington
City Clerk

Welcome to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

A. ROLL CALL
B. MINUTES
C. PRESENTATIONS AND PROCLAMATIONS
D. WRITTEN COMMUNICATIONS
E. PUBLIC HEARINGS
F. CITY MANAGER REPORTS
G. CITY ATTORNEY REPORTS
H. ECONOMIC DEVELOPMENT CORPORATION
I. COUNCIL MATTERS
J. SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY
K. ORAL COMMUNICATIONS
L. APPROPRIATIONS
M. CLOSED SESSION
N. ADJOURNMENT

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words ***MOTION***, ***RESOLUTION***, or ***ORDINANCE*** appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached ***Agenda*** gives the ***Background/Discussion*** of agenda items. Following this section is the word ***Attachment***. Unless "none" follows ***Attachment***, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at www.newark.org. Those items on the Agenda which are coming from the Planning Commission will also include a section entitled ***Update***, which will state what the Planning Commission's action was on that particular item. ***Action*** indicates what staff's recommendation is and what action(s) the Council may take.

City Council Members act as Board Members of the ***Economic Development Corporation.*** When there is business to discuss, the Council will adjourn and then reconvene as the Economic Development Corporation. When the City Council acts as the ***Successor Agency to the Redevelopment Agency***, it is winding up the former Redevelopment Agency's obligations.

Addressing the City Council: You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item **not** on the agenda during ***Oral Communications***. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and state your name for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action will be either referred to staff or placed on a future Council agenda.

City Council meetings are cablecast live on government access channel 26 and streamed at http://newarkca.pegsteam.com. Agendas are posted pursuant to Government Code Section 54954.2. Supporting materials are available at the Newark Library, in the City Clerk's office or at www.newark.org on the Monday preceding the meeting. For those persons requiring hearing assistance, or other special accommodations, please contact the City Clerk two days prior to the meeting.

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AGENDA

Thursday, February 13, 2014

City Administration Building
7:30 p.m.
City Council Chambers

A. ROLL CALL

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, January 23, 2014. (MOTION)

C. PRESENTATIONS AND PROCLAMATIONS

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.5 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

F.1 Authorization for the Mayor to sign an agreement with Second Chance, Inc. to operate a multi-purpose shelter for the period of January 1, 2014 through June 30, 2018 – from Recreation and Community Services Director Zehnder. (RESOLUTION)

F.2 Approval of the allocation of anticipated CDBG jurisdiction improvement project funds for fiscal year 2014-2015 – from Assistant Planner Jimenez and Assistant City Manager Grindall. (MOTION)

F.3 **Authorization for the Mayor to sign an amendment to the agreement with Badawi and Associates for auditing services – from Administrative Services Director Woodstock. (RESOLUTION)**

F.4 **Approval of plans and specifications, acceptance of bid and award of contract to ALB, Inc. for Citywide Park Pathways Resurfacing For ADA Access, Project 1055 – from Associate Civil Engineer Tran. (MOTION)(RESOLUTION)**

F.5 **Amendment of the 2012-2014 Biennial Budget and Capital Improvement Plan for Fiscal Year 2013-2014 for General Revisions – from Senior Accountant del Rosario. (RESOLUTION)**

NON CONSENT

F.6 **Approving Proposal, authorization for the Mayor to sign a software and services agreement and a software maintenance agreement with CRW Systems, Inc. for Project No. 1043, Building Inspection Permit Tracking Software, and amend the 2012-2014 Biennial Budget for Fiscal Year 2013-2014 – from Chief Building Official/City Architect Collier. (RESOLUTIONS-2)**

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

J.1 Resolution of the City of Newark acting as the Successor Agency to the Newark Redevelopment Agency approving the loan repayment schedule – from Administrative Services Director Woodstock. (RESOLUTION)

J.2 Resolution of the City of Newark acting as the Successor Agency to the Newark Redevelopment Agency adopt and endorse the Recognized Obligation Payment Schedule for the period of July to December 2014 – from Administrative Services Director Woodstock. (RESOLUTION)

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

M. CLOSED SESSION

N. ADJOURNMENT

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.

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Minutes **Thursday, January 23, 2014**

City Administration Building
7:30 p.m.
City Council Chambers

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:30 p.m. Present were Council Members Collazo, Freitas, Marshall, and Vice Mayor Apodaca.

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, January 9, 2014.

Council Member Marshall moved, Council Member Collazo seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 5 AYES.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

Mayor Nagy introduced newly promoted employees: Landscape/Parks Maintenance Worker II Jason Avery and Landscape/Parks Maintenance Worker I Jose Rodriguez.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

Council Member Collazo moved, Council Member Marshall seconded, to approve Consent Calendar Items F.1 through F.3, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

CONSENT

F.1 Approval of a Resolution Establishing Settlement Authority in the amount not to exceed Twenty-Five Thousand Dollars ($25,000) for the City Manager in Workers Compensation Claims. RESOLUTION NO. 10161

F.2 Acceptance of contract with Bayscape Management, Inc., for the 2013 Weed Abatement Program. RESOLUTION NO. 10162

F.3 Approval of sponsorship of the Chamber of Commerce's 2014 "Summerfest" and "Tri-City Motor Rally" to promote recycling in Newark and amendment to the 2012-2014 Biennial Budget for Recycling Promotion Sponsorships. RESOLUTION NO. 10162

G. CITY ATTORNEY REPORTS

G.1 Claim of Rajnesh Kumar. MOTION APPROVED

G.2 Claim of Susan and Thomas Jimenez. MOTION APPROVED

City Attorney Benoun gave the staff report recommending denial of the claims.

Council Member Freitas moved, Vice Mayor Apodaca seconded, by motion, to deny the claims concurrently and authorize staff to inform the claimants of such denial. The motion passed, 5 AYES.

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Approving leave credit for City Manager Becker. RESOLUTION NO. 10164

Mayor Nagy reported that the City Council met in closed session to evaluate the City Manager's performance and found it to be favorable. He recommended granting the same leave that was given to other employees: 41.6 hours of leave time which may be taken as leave time or cashed out and 23 hours of non-cashable leave time. Additionally, he recommended 56 hours of Management Leave. The leaves were granted for the current Fiscal Year 2013 – 2014 and the next Fiscal Year 2014 – 2015.

John Henneberry, stated that based on his salary research, the City Manager should be paid $110,000 per year. He requested that the City Council put this matter off and

place his salary research on a future agenda. He suggested placing salaries on the ballot.

Council Member Freitas moved, Council Member Collazo seconded to, by resolution, approve the leave credit for City Manager Becker. The motion passed, 5 AYES.

Mayor Nagy stated that the City conducts a yearly salary survey and that every City employee is compensated below the 10 city average rate. Citywide salary increases have not been given for several years.

I.2 The entire City Council extended their condolences to the family of Police Officer Patrick Smith. His brother, BART Police Sergeant Thomas (Tommy) A. Smith, Jr., recently died in the line of duty.

I.3 Mayor Nagy invited the public to attend the special City Council work session to discuss the 2014-2016 Biennial Budget and the year to date revenue and expenditures for the current budget. The work session will be held on Thursday, February 13, 2014 in the City Council Chambers beginning at 5:30 p.m.

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

K.1 John Henneberry shared his thoughts on city salaries, the city manager's work schedule, the Newark Betterment Corporation, City Council Member Marshall, and Officer Neithercutt.

K.2 Bernie Nillo, Chair Elect of the Newark Chamber of Commerce, introduced Valerie Boyle who was recently hired as the President/CEO of the Newark Chamber of Commerce.

K.3 Valerie Boyle stated that she was delighted to work for the Chamber of Commerce.

K.4 Eric Royce requested that the City Council look into ways to deter people from rummaging through garbage and recycle bins. He stated that the current rules were not a deterrent. Mayor Nagy requested that staff look into this matter. Mr. Royce extended his condolences to Officer Smith's family.

L. APPROPRIATIONS

City Clerk Harrington read the Register of Audited Demands: Check numbers 100328 to 100484.

Council Member Freitas moved, Council Member Marshall seconded, to approve the Register of Audited Demands. The motion passed, 5 AYES.

M. CLOSED SESSION

M.1 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(b), Anticipated Litigation: Two cases – from Assistant City Manager Grindall and City Attorney Benoun.

At 8:00 p.m. the City Council recessed to a closed session.

At 8:07 p.m. the City Council convened in closed session.

At 9:23 p.m. the City Council reconvened in open session with all Council Members present.

N. ADJOURNMENT

At 9:23 p.m. Council Member Collazo moved, Council Member Marshall seconded, to adjourn the regular City Council meeting in memory of BART Police Sergeant Thomas (Tommy) A. Smith, Jr. The motion passed, 5 AYES.

F.1 Authorization for the Mayor to sign an agreement with Second Chance, Inc. to operate a multi-purpose shelter for the period of January 1, 2014 through June 30, 2018 – from Recreation and Community Services Director Zehnder.

(RESOLUTION)

Background/Discussion – In the past, the City entered into an agreement with Second Chance, Inc. to operate a short-term emergency housing shelter at 6519 Central Avenue that provides services for persons in crisis who do not have alternative lodging. An agreement has been prepared that outlines the services that are provided. In addition, Second Chance will acquire and maintain sufficient insurance coverage as provided in the Lease Agreement.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign an agreement with Second Chance, Inc. to operate a multi-purpose shelter for the period of January 1, 2014 through June 30, 2018.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH SECOND CHANCE, INC. TO OPERATE A MULTI-PURPOSE SHELTER FOR THE PERIOD OF JANUARY 1, 2014 THORUGH JUNE 30, 2018

BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark be and is hereby authorized to sign an agreement with Second Chance, Inc., in conjunction with the operation of the multi-purpose shelter for the period of January 1, 2014, through June 30, 2018, said agreement on file in the Office of the City Clerk.

(0213dzr1)

LEASE AGREEMENT

THIS LEASE, made and entered into this _____day of February, 2014, by and between the CITY OF NEWARK, CALIFORNIA, a municipal corporation hereinafter referred to as "CITY," and the SECOND CHANCE, INC., hereinafter called respectively, the Lessor and Lessee, without regard to number or gender.

IT IS AGREED between the parties hereto as follows:

1. DESCRIPTION OF PREMISES

The Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises with the appurtenances, situated in the City of Newark, County of Alameda, State of California, and commonly known and described as 6519 Central Avenue, Newark, California, consisting of approximately 3,166 square feet.

2. TERMS

Said lease shall be for a period of four and a half (4.5) years commencing January 1, 2014, and ending on June 30, 2018.

3. RENT

The rent is One Dollar ($1.00) per year payable on the first day of July of each lease year.

4. USE

The premises are hereby leased to the Lessee for the purpose of providing a short-term multipurpose emergency shelter as set forth in Exhibit "A" attached hereto and incorporated herein by this reference and made a part hereof as though set forth at length. Agreement to this use in this lease shall not be deemed a waiver of compliance with any ordinance of the City of Newark now in force or hereafter enforced.

5. WASTE, QUIET CONDUCT

Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant.

6. ALTERATIONS, MECHANICS' LIENS

Lessee shall not make or suffer to be made, any alterations of the said premises, or any part thereof without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the said premises, except moveable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor. Lessee shall keep the leased premises and the property in which the leased premises are situated free from

any liens arising out of any work performed, material furnished, or obligations incurred by Lessee.

Lessee further grants Lessor the right to inspect the premises to assure compliance with the provision of this paragraph and all other provisions of this lease.

7. UTILITIES

Lessee shall obtain and pay for all water, gas, heat, light, power, sewer, telephone service and all other service supplied to the said premises.

8. REPAIRS

Except for those items indicated in Exhibit "B" Lessee shall, at its sole cost, keep and maintain said premises and appurtenances and every part thereof including sidewalks adjacent to said premises, and the interior and exterior of the premises, in good and sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of Lessor as provided for in Section 1942 of the Civil Code of the State of California and all rights provided for by Section 1941 of said Civil Code. An Operation and Maintenance Program will determine the manner in which the shelter will be maintained, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference and made a part hereof as though set forth at length.

9. ACCEPTANCE OF PREMISES AS IS. SURRENDER AT END OF TERM

By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this Lease, to surrender unto Lessor all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, Act of God or by the elements excepted, and to remove all of Lessee's signs from said premises.

10. COMPLIANCE WITH LAW

Lessee shall, at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all applicable Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a part thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises shall be conclusive of the fact as between Lessor and Lessee.

No narcotics or drugs as defined by the Health and Safety Code as being illegal, and no alcoholic beverages of any kind, shall be permitted on the premises.

Lessee shall not use the premises in any manner which constitutes a public or private nuisance by statute or common law.

Lessee further grants the Police Department the right to inspect the premises and surrounding areas at any time to assure compliance with law.

11. CITY TO BE HELD HARMLESS

Lessee, as a material part of the consideration to be rendered to lessor, hereby waives all claims against Lessor for damages to goods, wares, and merchandise, in, upon or about said premises and for injuries to Lessee, his agents or third persons in or about said premises from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares, and merchandise of any person, arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided.

12. NON-LIABILITY FOR DAMAGES

This lease is made upon the express condition that Lessor is to be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with said demised premises or the said sidewalks adjacent thereto during the term of this lease or any extension hereof or any occupancy hereunder, Lessee hereby covenanting and agreeing to indemnify and save harmless Lessor from all liability, loss, cost, and obligations on account of or arising out of any such injuries or losses however occurring.

13. INSURANCE

Lessee shall acquire and maintain Workers' Compensation, employer's liability and commercial general liability insurance coverage relating to the activities of Lessee, its agents, representatives, employees, or sub lessees in, on, upon, or relating too the premises leased herein covering City's risks in form subject to the approval of the City Attorney.

The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. **General Liability:** (including operations, products and completed operations, as applicable.)	**$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Employer's Liability:**	**$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insureds. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

Primary Insurance. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not be contribute with it.

Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by Consultant for the City.

Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

Variation. The Risk Manager of City may approve a variation in those insurance requirements upon a determination that the coverage, scope, limits and form of such insurance are either not commercially available or that the City's interest are otherwise fully protected.

14. ASSIGNMENT OR SUBLETTING

Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, and a consent to one assignment, subletting, occupation, or use by another

person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Lessor, terminate this lease.

This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

15. INDEMNITY OF CITY AND ITS OFFICERS

Lessee hereby acknowledges that it is not in any way connected with the City of Newark, in its operation of the short-term multipurpose emergency shelter and does hereby indemnify and hold City, its officers and employees harmless from any and all liability from the operation of the Emergency Shelter and does further agree to defend any and all litigation which may incur wherein the City of Newark is named as a part defendant and does hereby further agree to endorse City of Newark as an additional insured to its policies and to provide the City of Newark with a certificate of insurance acceptable to the City Attorney.

16. FIRE INSURANCE

Lessee, at its own expense, shall for the benefit of the City, procure and maintain in full force and effect during the term of this lease fire and normal extended coverage on the building, improvements and the contents thereof to be occupied by Lessee in an amount no less than $543,000 for the structure and $50,000 for the contents. Lessee agrees to waive any claim against the City for losses payable under said insurance and said insurance shall contain a waiver of subrogation against the City.

17. RELATIONSHIP OF LESSEE/LESSOR

The relationship between Second Chance, Inc. and the City of Newark is that of Lessee/Lessor and Second Chance, Inc. is not the employee, servant or agent of the City of Newark.

18. NOTICES

Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent), postage prepaid and addressed to:

Lessor:

City Manager
City of Newark
37101 Newark Boulevard
Newark, CA 94560

and

City Attorney
City of Newark
37101 Newark Boulevard
Newark, CA 94560

Lessee:
Executive Director
Second Chance, Inc.
6519 Central Avenue
Newark, CA 94560

19. HOLDING OVER

Any holding over after the expiration of the term or notice of termination shall be at a monthly rental of $500.00 and shall otherwise be on the terms and conditions herein specified, so far as applicable.

20. TERMINATION

The Lessor may terminate this lease at any time upon thirty (30) days written notice.

21. NON-DISCRIMINATION

COUNTY agrees that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age or handicapping condition be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity carried out in whole or in part within the premises. COUNTY shall not, on the grounds of race, color, religion, national origin, sex, age, or physical disability:

a. Deny any service or other benefit provided by the program or activity;

b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program activity;

c. Subject to segregated or separate treatment in any facility or in any manner or process related to receipt of any service or benefit under the program or activity;

d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;

e. Treat an individual differently from others in determining the admission, enrollment, eligibility, membership, or other requirements or conditions which individuals must meet in order to be provided any service or other benefits provided under the program or activity.

22. AMENDMENTS

This agreement shall be amended only by written agreement of the parties hereto.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between CITY and COUNTY relative to the premises and this agreement, and may be altered only by an instrument in writing

signed by both CITY and COUNTY. CITY and COUNTY agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the premises are merged in or revoked by this Agreement.

24. SEVERABILITY

If any term or provision of the lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the lease shall not be affected thereby, and each term and provision of the lease shall be valid and be enforceable to the fullest extent permitted by law.

25. HEADINGS

The headings used in this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

SECOND CHANCE, INC.

By_____
Executive Director

By_____
Program Manager

CITY OF NEWARK

By_____
Mayor, City of Newark

Attest_____
City Clerk, City of Newark

Approved as to form:

_____
City Attorney, City of Newark

EXHIBIT A

Second Chance Emergency Shelter

Use

IT IS AGREED between the parties hereto as follows:

1. Description of Project: Second Chance hereby agrees to operate a short-term multi-purpose emergency housing shelter located at 6519 Central Avenue, Newark, California under the terms and conditions hereinafter set forth.

2. Operation: The facility will be used as a short-term emergency housing shelter for persons in crisis who do not have alternative lodging. Residents will be assessed for their suitability for referral to longer-term shelters, treatment programs, or permanent housing and every attempt will be made to give departing residents an appropriate referral. However, residents will be allowed to stay the minimum time necessary to either effect such a placement or determine that one cannot be made. The main services will be the provision of meals, a place to stay during the day, and a bed at night. During the stay, residents will be acquainted with and urged to avail themselves of supportive services through other agencies.

   Shelter residents may be of either sex, and they may be either children or adults. The maximum shelter population at any given time should not exceed thirty two (32) people. However, the total number of resident may vary due to the make up of the clientele. For instance, an uneven mixture of men and women might decrease the total number, or the presence of several small children not needing "full spaces" (i.e., separate beds) might cause the number to increase. But under no circumstances shall the number of persons exceed the building's maximum occupancy load as determined by the Fire Marshall. Three meals a day will be provided and prepared by the residents when possible with the aide of shelter staff. The target area to be served will be primarily the Tri-City area with Newark referrals being given priority. However, in the event of space being available, the shelter will cooperate with other cities and agencies in Alameda County.

   The administrative and supportive work will be done by the staff of the parent program, Second Chance, Inc.

   There will be at least one staff person on duty at the shelter at all times.

Training and supervision of the shelter staff will be through Second Chance. The staff of Second Chance will be available by phone at all items for emergencies or other situations judged by shelter staff to require assistance. The shelter staff will be hired, however, with a view toward being "on their own" for most of their shifts. In the event of emergencies requiring police or medical assistance, shelter staff will contact those appropriate agencies in addition to a supervisor from Second Chance.

The shelter will coordinate with other service providers. Assistance through Alameda County Social Services will be arranged to provide help with food stamps, medical needs, and other county paperwork. Normal channels will be used when dealing with the police departments in Newark, Fremont, and Union City.

Unemancipated minors without parental consent cannot be housed except as part of a family unit that includes a parent or guardian.

Persons severely intoxicated or otherwise in need of medical attention will not be housed but rather referred to appropriate alternative facilities.

Violent or abusive persons will not be admitted or will be ejected from the shelter at the option of the staff.

"Repeat" clients will be closely re-screened before re-admission. Generally, "new emergencies" will allow re-admission but attempts to use the shelter for long-term housing will not.

Exhibit B

Second Chance Emergency Shelter

Operation and Maintenance Program

Task	City Maintains	Notes	Frequency
CATEGORY A - Restraints			
No Animals		except seeing eye dogs	
No Drugs/Alcohol		post notice	
No Smoking		post No Smoking signs	
Parking Controls		designated parking only	
CATEGORY B - Services			
Electrical			
Fire Alarm	X		
Garbage Service			2x/week
Gas			
Grease Trap & Disposal			
Insurance, Fire			Annual
Insurance, Liability		building and land	Annual
Insurance, Worker's Comp .			Annual
Licenses			As Needed
Parking Lot Lease	X	City Public Works Dept.	Annual
Pest Control		notify City if termites	
Program Operation			
Program Permits			As Needed
Special Services			
Telephone			
Water			
CATEGORY C - Inspections			
Building		maintenance and H&S	Quarterly
Fire Extinguisher - dining room, kitchen	X		Monthly
Fire Sprinkler System	X		Quarterly
Health Department			
Roof			
Smoke Detectors		notify City if problems	

Task	City Maintains	Notes	Frequency
CATEGORY D - Furnishings			
Appliances, Maint.			
Carpet, Shampoo			Quarterly
Cleaning, Parking Lot			
Fertilize, Spray, Prune, etc.			
Fire Extinguishers, Test	X		Annual
Floor Covering, Clean			Daily
Furnace, Filter Replacement			Bi-Monthly
General Cleaning, Ext.			
General Cleaning, Int.			Daily
Gutter and Drain, Clean			2x/year
Hot Water Heater, Maint.			
Kitchen Hood, Clean			Daily
Kitchen Range, Clean			Daily
Kitchen Range, Maint.			
Landscape, Irrigation & Maint. - Front, Rear & Parking Lot			
Light Bulb/Tube, Replacement			
Locks & Padlock		no unauthorized padlocks	
Painting, Ext.			
Painting, Int.			
Painting, Touch Up		City supplies paint	
Roof Top Equipment, Maint.	X		
Signage, Maint.			
Skylight Washing	X		
Window Washing, Ext.			
Window Washing, Int.			
CATEGORY E - Repairs			
Bathroom Fixture Repairs			
Door & Lock Repairs			
Electrical Repairs			
Fence Repairs			
Floor Covering Repairs			
General Repairs, Major			
General Repairs, Minor			
Glass Repairs			
Lock Re-key			
Modifications			
Parking Lot Repairs			
Plumbing Repairs			
Roof, Maint. & Repairs			

Task	City Maintains	Notes	Frequency
Room Partitions			

CATEGORY E - Repairs (cont.)

Sewer, Drain Stoppage		Shelter Coordinator to post sign at toilets	
Emergency Repairs, Daytime			
Emergency Repairs, Night		Contact Dispatch	
Emergency Repairs, Weekends/Holidays		Contact Dispatch	

City of Newark Contact Information

Maintenance Department
37440 Filbert Street
Newark, CA 94560
(510) 578-4806

Dispatch
37101 Newark Blvd.
Newark, CA 94560
(510) 578-7237 non-emergency
911 EMERGENCY

Human Services
35501 Cedar Blvd.
Newark, CA 94560
(510) 578-4405

F.2 Approval of the allocation of anticipated CDBG jurisdiction improvement project funds for fiscal year 2014-2015 – from Assistant Planner Jimenez and Assistant City Manager Grindall. (MOTION)

Background/Discussion – The City of Newark's anticipated allotment of Community Development Block Grant (CDBG) funds for the 2014-2015 fiscal year is unknown. In order to meet the deadlines for approval by HUD, Newark needs to allocate the funds at this time. Based on the most recent information from HUD, we are using an estimate of $141,038 for planning purposes. Actual funding could be greater or smaller than this amount. Newark's CDBG funds are allocated by formula into three primary categories—General Administration ($7,800), Housing Rehabilitation ($34,181), and Jurisdiction Improvement Projects ($99,057).

The General Administration funds are used to reimburse the City for the expense of administering the CDBG funds. The Housing Rehabilitation funds are dedicated to two county-run programs that assist qualified homeowners with repairs to their homes (the Minor Home Repair Program and the Owner Rehabilitation Program). The Jurisdiction Improvement Project funds are available to the City for qualifying projects.

The Community Development Advisory Committee (CDAC) met on January 23, 2014 to review the status of CDBG projects and to determine the recommended allocation of Jurisdiction Improvement Project funds for fiscal year 2014-2015. At that meeting, the CDAC voted unanimously to recommend that the City Council allocate all of the funds to the City's Park Pathways project. The funds will be used to replace or repair park pathways so that the pathways will comply with the standards of the Americans with Disabilities Act. Any remaining funds are to be allocated to the Housing Rehabilitation fund.

Attachment - None

Action – It is recommended that the City Council, by motion, approve the allocation of anticipated CDBG jurisdiction improvement project funds for fiscal year 2014-2015 to the City's Park Pathways project.

F.3 Authorization for the Mayor to sign an amendment to the agreement with Badawi and Associates for auditing services – from Administrative Services Director Woodstock. (RESOLUTION)

Background/Discussion – Various financing covenants and government grants require an annual audit by an independent Certified Public Accountant (CPA), of the financial transactions and records of the City.

In 2009, the City awarded the contract for independent auditing services to the firm of Caporicci and Larson. This company was acquired by a larger accounting firm and subsequently divided. Since the award of this contract, three (3) different firms have prepared the City's annual audit. The last assignment of the contract was in 2012 to Badawi & Associates. They have satisfactorily prepared two (2) annual audits for the City.

The existing contract expires May 2014. The attached amendment will extend the contract up to two (2) additional years, in one year increments. The City Manager will be authorized to exercise the option for the 2014-15 Fiscal Year.

Attachment

Action - It is recommended that the City Council, by resolution, approve the amendment to the agreement between the City of Newark and Badawi & Associates to authorize a two year extension for auditing services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NEWARK AND BADAWI & ASSOCIATES TO AUTHORIZE A TWO YEAR EXTENSION FOR AUDITING SERVICES

WHEREAS, the City and Caporicci & Larson ("Consultant") entered into a certain Agreement between City and Consultant for Auditing Services effective May 14, 2009 (Agreement); and

WHEREAS, Caporicci & Larson merged with Marcum LLP in 2010 and began doing business as Caporicci & Larson, a Subsidiary of Marcum LLP ("Marcum"); and

WHEREAS, the contract was assigned to Badawi & Associates May 25, 2012; and

WHEREAS, Section 16 of the existing Agreement allowed the Agreement to be extended up to two (2) years in one year increments, upon mutual written agreement of both parties; and

WHEREAS, Badawi & Associates have satisfactorily prepared two (2) audits for the City; and

WHEREAS, the City intends, upon mutual written agreement by both parties to allow the Agreement to be extended up to two (2) additional years, in one year increments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the Mayor to sign an Amendment to the Agreement between the City of Newark and Badawi & Associates to authorize a two (2) year extension, in one year increments.

BE IT FURTHER RESOLVED, that the City Manager will be authorized to exercise the option for the 2014-2015 Fiscal Year.

AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NEWARK AND BADAWI & ASSOCIATES FOR AUDITING SERVICE TO AUTHORIZE A TWO YEAR EXTENSION

This Amendment to the Agreement for Auditing Services is effective as of February 13, 2014, by and between the City of Newark and Badawi & Associates.

RECITALS

WHEREAS, the City and Caporicci & Larson ("Consultant") entered into a certain Agreement between City and Consultant for Auditing Services effective May 14, 2009 (Agreement); and

WHEREAS, Caporicci & Larson merged with Marcum LLP in 2010 and began doing business as Caporicci & Larson, A Subsidiary of Marcum LLP ("Marcum"); and

WHEREAS, the staff from Marcum that handles the account for the City of Newark has established a new firm called Badawi & Associates; and

WHEREAS, the contract was assigned to Badawi & Associates May 25, 2012; and

WHEREAS, Section 16 of the existing Agreement allowed the Agreement to be extended up to two (2) years in one year increments, upon mutual written agreement of both parties; and

WHEREAS, Badawi & Associates have satisfactorily prepared two (2) annual audits for the City; and

WHEREAS, the City intends, upon mutual written agreement by both parties to allow the Agreement to be extended up to two (2) additional years, in one year increments.

AGREEMENT

NOW, THEREFORE, inconsideration of the foregoing recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

(1) Notwithstanding Section 16 of the existing Agreement that allows the Parties to agree to a two (2) year extension in one year increments, the parties hereby agree to extend the term of the Agreement by one year so as to include audit services more particularly described in the "Scope of Work" (**Exhibit A** of the original Agreement) for Fiscal Year 2013-2014.
(2) The parties additionally agree to a one year option for audit services for Fiscal Year 2014-2015, to be exercised at the City's sole discretion.

(3) The cost data sheet contained in **Exhibit B** in the existing Agreement is hereby deleted in its entirety and replaced with the cost data sheet attached hereto.

The Amendment of the Agreement for Auditing Services has been executed by the parties as of the date first set forth above.

CITY OF NEWARK
a municipal corporation

BY_____
Alan Nagy
Mayor
Date_____

BADAWI & ASSOCIATES
a California professional corporation

By _____
Name: Ahmed Badawi
Title: President
Date: 2/3/2014

Attest:_____
City Clerk

Date_____

Approved as to form:

_____
City Attorney

Date:_____

City of Newark

PRICING PROPOSAL

For Professional Auditing Services for the City of Newark

For fiscal year ending June 30, 2014 with the option to renew for one subsequent fiscal year

February 3, 2013

Contact Person:

Ahmed Badawi, CPA
Badawi & Associates
Certified Public Accountants
180 Grand Avenue, Suite 955
Oakland, CA 94612
Phone: (510) 768-8244
Fax: (510) 768-8249
E-mail: abadawi@b-acpa.com

BADAWI & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

Name of Firm and Certification

Name of Firm: Badawi & Associates

Address: 180 Grand Avenue, Suite 955

City, State, Zip: Oakland, CA 94612

Contact Name: Ahmed Badawi

Contact Telephone Number(s): 510-768-8244

Contact E-mail Address: abadawi@b-acpa.com

I, the undersigned, certify I am duly authorized to represent the above named firm and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of Newark on behalf of the above named firm.

Signature | President (Title) | 2/3/2014 (Date)

Ahmed M. Badawi

Name (print)

Audit Work Cost Proposal Form		
Service	**2013/14**	**2014/15**
City Audit and Related Reports	$ 50,475	$ 51,989
Single Audit and Related Reports	2,755	2,838
Successor Agency and related disclosure (SA)	2,500	2,575
Transportation and Development Act (TDA)	1,500	1,545
Measure B	1,500	1,545
Management Letter (Mgmt Ltr)	1,500	1,545
Utilities Users' Tax Audit (UUT)	2,575	2,652
Vehicle Registration Fee (VRF) Audit	2,575	2,652
Newark Betterment Corporation (NBC)	4,120	4,244
GANN Limit Review Report	500	515
Print All Reports	1,500	1,545
Gross Charges	**71,500**	**73,645**
Less Discount	(13,058)	(13,450)
Total for Fiscal Year (Not-to Exceed)	**$ 58,442**	**$ 60,196**

Schedule of Rates and Estimated Hours of Each Labor Class For Fiscal Year 2013-2014 Professional Audit Services				
Labor Class	Standard Hourly Rate	Quoted Hourly Rates	Total Hours	Total
Partner-in-Charge	250	220	55	$ 12,100
Technical Reviewer	250	220	10	2,200
Engagement Manager	200	150	110	16,500
Supervising Senior Auditor	150	125	140	17,500
Staff Auditors	125	100	220	22,000
Administrative	90	80	10	800
I.T Specialist	150	100	4	400
Discount				(13,058)
Total			***549***	***$ 58,442***

Schedule of Estimated Hours of Each Labor Class												
Labor Class	City	Single Audit	GANN	TDA	Meas B	UUT	VRF	SA	Mgmt Ltr	NBC	Print	Total Hours
Partner-in-Charge	44	3	1	1	1	1	1	1	1	1	0	55
Technical Reviewer	5	1	0	0.5	0.5	0.5	0.5	0.5	0.5	1	0	10
Engagement Manager	95	6	1	1	1	1	1	1	1	2	0	110
Supervising Senior Auditor	90	20	1	3	4	4	4	2	2	10	0	140
Staff Auditors	168	20	2	4	4	4	4	4	0	10	0	220
Administrative	2	0	0	0	0	0	0	0	0		8	10
I.T Specialist	4											4
Total Estimated Hours	**408**	**50**	**5**	**9.5**	**10.5**	**10.5**	**10.5**	**8.5**	**4.5**	**24**	**8**	**549**

Our fees are firm fixed prices that are based on an estimate of 549 hours to perform procedures necessary to provide the requested services. In determining our fees, we understand that the Authority's records will be in condition to be audited ; that is, transactions will be properly recorded in the general ledger and subsidiary records, these accounting records and the original source documents will be readily available to use, we will be furnished with copies of bank reconciliations, and other reconciliations and analyses prepared by the City and The City personnel will be reasonably available to explain procedures, prepare audit correspondence and obtain files and records.

Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary, which we will communicate and discuss with the City. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Badawi & Associates ("the

Firm") in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, the Firm may incur significant unanticipated costs

2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to the Firm (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). The Firm will provide the accounting personnel with a separate listing of required schedules and deadlines.

3. Weaknesses in the internal control structure.

4. Significant new issues or unforeseen circumstances as follows:
   a. New accounting issues that require an unusual amount of time to resolve.
   b. Changes or transactions that occur prior to the issuance of our report.
   c. Changes in the City's accounting personnel, their responsibilities, or their availability.
   d. Changes in auditing requirements set by regulators.

5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by the Firm. All invoices, contracts and other documents which we will identify for the City, are not located by the accounting personnel or made ready for our easy access.

6. A significant level of proposed audit adjustments is identified during our audit.

7. Changes in audit scope caused by events that are beyond our control.

8. Untimely payment of our invoices as they are rendered.

Rates for Additional Professional Services:

Any services outside the scope of our engagement will be promptly identified before the services are rendered. Upon mutual agreement, the out-of-scope services will be separately billed at our standard hourly rates. While it can be difficult to simply state hourly rates, as often times the needs of the client and the specific tasks directly impact the billing rates for our services, we want to provide the following information regarding our published billing rates:

Position	Hourly Rate
Partner	$ 250
EQR	250
Manager	200
Senior	150
Staff	125
IT	150
Admin.	90

A client relationship with the City will be of great value to our Firm and we welcome the opportunity to develop a long-term relationship with the City. We are committed to:

- Rendering the highest standard of service.
- Developing a long-term working relationship dedicated to meeting the needs of the City.
- Assisting the City in operational issues.
- Producing a quality end-product.

We have the technical qualifications and experience to provide the level of service desired and expected by the City and stand ready to provide our knowledge and experience for the benefit of your organization.

We would like to express our appreciation to the City and to its Staff for allowing us the opportunity to submit a proposal to perform professional auditing services. We are available, at your convenience, to discuss any aspects of our proposal.

Thank you for allowing us to present our Firm to you.

****

F.4 Approval of plans and specifications, acceptance of bid and award of contract to ALB, Inc. for Citywide Park Pathways Resurfacing For ADA Access, Project 1055 – from Associate Civil Engineer Tran. (MOTION)(RESOLUTION)

Background/Discussion – The project will improve accessibility in various City parks by repairing and resurfacing portions of existing pathways to remove tripping hazards, and make connections more accessible to the disabled.

Bids for the project were opened on January 28, 2014 with the following results:

Bidder	Amount
ALB, Inc.	$ 556,036.00*
MCK Services, Inc.	687,658.25
J.A. Gonsalves & Son Construction, Inc.	744,618.35
G. Bortolotto & Company, Inc.	749,012.12
Breneman, Inc.	765,157.50
American Asphalt Repair and Resurfacing Company, Inc.	791,133.00
Stevens Creek Quarry, Inc.	798,794.75
Golden Bay Construction, Inc.	849,375.50*
Silicon Valley Paving, Inc.	881,677.50
GradeTech, Inc.	913,730.00
O'Grady Paving, Inc.	1,019,050.00*
Granite Construction Company	1,186,160.00
Dryco Construction, Inc.	1,258,287.00
Engineer's Estimate	$ 755,000.00

**Corrected for mathematical error*

Staff recommends that this project be awarded to the lowest responsible and responsive bidder ALB, Inc.

The 2012-2014 Biennial Budget includes funding for this project in Fiscal Year 2013-2014. This project will be funded through the Community Development Block Grant Program, East Bay Regional Park District Local Grant Program, and Capital Funds.

Attachment

Action – It is recommended that the City Council, by motion, approve the plans and specifications and by resolution, accept the bid and award the contract to ALB, Inc. for Citywide Park Pathways Resurfacing For ADA Access, Project 1055.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE BID AND AWARDING THE CONTRACT TO ALB, INC. FOR CITYWIDE PARK PATHWAYS RESURFACING FOR ADA ACCESS, PROJECT 1055

BE IT RESOLVED that the City Council of the City of Newark does hereby find that ALB, Inc. was the lowest responsible bidder for Citywide Park Pathways Resurfacing For ADA Access, Project 1055, in the City of Newark;

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the Mayor of the City of Newark to sign an agreement with said company for the construction of Citywide Park Pathways Resurfacing For ADA Access, Project 1055, according to the plans, specifications, and terms of said bid.

(0213ttr)

F.5 Amendment of the 2012-2014 Biennial Budget and Capital Improvement Plan for Fiscal Year 2013-2014 for General Revisions – from Senior Accountant del Rosario. (RESOLUTION)

Background/Discussion – The City is in the second year of a two-year budget cycle. As part of the mid-year budget review, a number of general revisions are proposed to the annual budget. These revisions affect activities where savings or deficiencies have been identified, modify revenue estimates and increase some expenses where savings will not cover a deficiency. Savings are usually realized when there are staffing vacancies or reduction in expenditures for services or supplies. Deficiencies occur as a result of unforeseen increases in cost or need for services or supplies.

Through the end of December 2013, there are three (3) revenue sources that are tracking notably higher than the budget.

- Property Tax- due to reduced administration fees and increase in assessed values.
- Sales Tax- due to a ruling by the State Board of Equalization determining that the City will remain point of sale for over $1 million in tax.
- Transient Occupancy Tax- early receipts indicate unexpected increases of over 10%.

Each of these revenue projections will be increased in the amendment.

Exhibit A lists the various adjustments to the budget to accommodate modifications in expenditures and changes in revenue that were not anticipated when the budget was approved.

Exhibit B is the Utility Users Tax (UUT) Expenditure Sheet from the Biennial Budget with an added column for this mid-year amendment. The original budget was adopted with the need for the UUT to supplement $1.8 million of the General Fund. The projected General Fund revenue increases listed above, reduce the need for the UUT to support the General Fund. Because of this reduction, the UUT can now be used to purchase Police vehicles to increase patrol, fund fuel costs, and increase fiscal reserves.

Exhibit C modifies the Position Allocation Table of the Biennial Budget to add a Regular Full-time Associate Civil Engineer.

Attachments

Action - It is recommended that the City Council, by resolution, amend the 2012-2014 Biennial Budget and Capital Improvement Plan for Fiscal Year 2013-2014.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE 2012-2014 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2013-2014

BE IT RESOLVED by the City Council of the City of Newark that the certain document entitled "2012-2014 Biennial Budget and Capital Improvement Plan of the City of Newark" for Fiscal Year 2013-2014 adopted by Resolution No. 9998 on June 28, 2012, and amended by Resolution No. 10121 (June 27, 2013), is hereby amended as set forth in Exhibits A, B, and C attached.

Gdr1

Exhibit A
Fiscal Year 2013/14 Mid-Year Budget Amendments

	General Fund:	Explanation	To:	From:
	010-0000	Property Tax (increase revenue)	$ -	$ 500,000
	010-0000	Sales Tax (increase revenue)	-	945,000
	010-0000	Transient Occupancy Tax (increase revenue)	-	400,000
	010-1025	Contractual Services-Actuarial and Sales Tax Consultants	35,000	-
	010-0000	Sales Tax Revenue Corrections by Consultant (increase Revenue)		61,000
	010-1030	Contractual Services	6,500	-
	010-1030	Capital Lease	6,000	
	010-1020, 1024, 1025, 1050, 020-2010	Position Re-Allocation: Assistant City Manager to City Administration, Economic Development and Planning. Administrative Service Director 50% to Finance and 50% to Information Systems	31,500	64,000
	020-2015	Regular, Full-Time Associate Civil Engineer	37,500	-
	010-1024	Engineer Workstation	3,000	-
	020-2015	AutoCAD User License	8,500	-
	020-2010	Advertising - Planning Projects	2,000	-
	020-2015	Geotechnical Services	25,000	-
	020-0000	Development Fees (increase revenue)	-	25,000
	020-2015	PST for Project Work	17,000	-
	020-0000	Development Fees (increase revenue)	-	17,000
	020-2014	PST Labor	7,500	-
	020-2014	Special Department Supplies	2,500	-
	020-2014	Professional and Special Service	88,000	-
	020-0000	Building Permit Fees (increase revenue)	-	98,000
UUT	051	Transfer to Equipment Replacement Reserves	250,000	
UUT	051	Transfer to Pension/OPEB Reserves	150,000	
UUT	051	Transfer to Capital Fund for Police Vehicles	105,000	
UUT	051	Transfer to Equipment Maintenance for Fuel and Tires	74,000	
UUT	051	Transfer to Capital Reserves	250,000	
	Special Revenue Funds:			
	012-1030	Machinery & Equipment	23,000	-
	012-0000	Fund Balance		23,000
	035-1030	Machinery & Equipment	15,000	-
	035-0000	Fund Balance	-	15,000
UUT	401-5600	Police Vehicles	105,000	-
	051	Transfer from UUT		105,000
UUT	701-9310	Fuel and Tires	74,000	
	051	Transfer from UUT		74,000
	708-9230	Insurance and Bonds	39,500	-
	708-0000	Transfer in from General Fund		39,500

Exhibit B

UTILITY USERS TAX EXPENDITURES
(INCLUDED IN PREVIOUS PAGES OF DEPARTMENT EXPENDITURES SUMMARIES)

Code	Program/Activity	2013-14 Budgeted	% of Total	Personnel	Supplies & Services	2013-14 Mid-Year Amendments
MANAGEMENT/SUPPORT SERVICES						
1021	Human Resources	38,700	1.23%	38,700	0	-
1024	Information Systems	7,300	0.23%	7,300	0	3000
1020	Management Services	0	0.00%	0	0	-
1025	Financial Services	90,500	2.88%	90,500	0	-
2991	Fiscal Uncertainty Fund	0	0.00%	0	0	711,000
	Subtotal	136,500	4.34%	136,500	0	
PUBLIC SAFETY						
1030	Patrol	197,200	6.27%	197,200	0	-
1031	Investigation	148,700	4.73%	148,700	0	-
1034	School Crossing Guard	64,000	2.04%	0	64,000	-
1036	Administration	50,000	1.59%	50,000	0	-
	Subtotal	459,900	14.63%	395,900	64,000	-
COMMUNITY PROMOTION						
2013	Community Preservation	62,400	1.98%	62,400	0	-
2015	Engineering	37,800	1.20%	37,800	0	
	Subtotal	100,200	3.19%	100,200	0	
RECREATION						
3030	General Recreation Services	44,100	1.40%	20,100	24,000	-
3031	Youth/Adult Sports	20,100	0.64%	20,100	0	-
3032	Activity & Family Aquatic Center	130,600	4.15%	130,600	0	-
3042	Senior Services	67,000	2.13%	0	67,000	-
	Subtotal	261,800	8.33%	170,800	91,000	-
PARK & LANDSCAPE MAINTENANCE						
4013	Environmental Services	83,300	2.65%	83,300	0	-
4012	Street Repairs	6,400	0.20%	0	6,400	-
4014	Park & Landscape	207,800	6.61%	167,800	40,000	-
	Subtotal	297,500	9.46%	251,100	46,400	-
CAPITAL IMPROVEMENTS						
5600	Capital Improvements	0	0.00%	0	0	355000
	Subtotal	0	0.00%	0	0	
INTERNAL SERVICE FUNDS						
9120	Office Support Services	0	0.00%	0	0	-
9310	Equipment Maintenance	38,000	1.21%	0	38,000	74,000
9410	Building Maintenance	25,800	0.82%	25,800	0	-
9710	Equipment Replacement	0	0.00%	0	0	250,000
	Subtotal	63,800	2.03%	25,800	38,000	
	General Fund Support	1,824,500	58.03%	0	0	(1,393,000)
TOTAL UTILITY USERS TAX EXPENDITURES		**3,144,200**	**100.00%**	**1,080,300**	**239,400**	

Exhibit C
Position Amendment
Fiscal Year 2013-14

ADD:

Position:	Position:	Percentage:	FTE:
Regular Full-Time Associate Civil Engineer	2015	100%	1

F.6 Approving Proposal, authorization for the Mayor to sign a software and services agreement and a software maintenance agreement with CRW Systems, Inc. for Project No. 1043, Building Inspection Permit Tracking Software, and amend the 2012-2014 Biennial Budget for Fiscal Year 2013-2014 – from Chief Building Official/City Architect Collier. (RESOLUTIONS-2)

Background/Discussion – For the last fifteen years, Building Inspection, Engineering, Planning, and Code Enforcement have utilized various custom developed software programs to track activities generally related to permit issuance. All of these programs were inexpensive to develop, are simple, have limited functionality, are outdated, and are unable to communicate with one another. Building Inspection has been collecting a fee (Records Automation) for over fifteen years and has accumulated funds which will allow for the purchase of a comprehensive commercial software tracking program that will be usable by Building Inspection, Engineering, Code Enforcement, Planning, and Fire Prevention.

A request for proposals to provide permit tracking software and implementation services was sent to six software vendors. Four vendors submitted proposals:

- CRW Systems, Inc., offering TRAKiT software
- Online Solution, LLC offering Citizenserve software
- Tyler Technologies offering Energov software
- Woolpert offering Accella Automation software

Of the four vendors, two were invited for presentations and interviews with a selection panel. Based upon factors such as system compatibility with the City's program, the ability to provide desired service, history of vendor, use of vendor's system in other Bay Area cities, and both capital and maintenance costs, CRW Systems was selected to provide permit tracking software and implementation to the City. Implementation will be a nine month process.

The cost of the permit tracking software system is $270,000 and includes the software, implementation, first year software maintenance fee, mobile equipment, upgraded GIS server, upgraded GIS license, and contingency.

No general funds are being utilized for this project. Funding is a combination of previously approved capital improvement projects and fees collected from the issuance of building permits:

Project No. 759 Public Works Databases Conversion	$ 20,000
Project No. 456 Geographic Information Systems	$ 28,500
Building Permit Fees	$222,500
Total	$270,000

A Budget Amendment is required for Fiscal Year 2013-14 in the amount of $111,100 for the expenditure of building permit fees. The remaining expenses of $111,400 collected from building permit fees will occur in Fiscal Year 2014-15.

Attachment

Action - It is recommended that the City Council, by resolution, approve the proposal and authorize the Mayor to sign a contractual software and services agreement and a software maintenance agreement with CRW Systems, Inc. for Project 1043, Building Inspection Permit Tracking Software; and, by separate resolution, amend the 2012-2014 Biennial Budget for Fiscal Year 2013-14 for the Building Inspection Permit Tracking Software, Project No. 1043.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING PROPOSAL AND AWARD OF CONTRACTURAL SOFTWARE AND SERVICES AGREEMENT AND A SOFTWARE MAINTENANCE AGREEMENT WITH CRW SYSTEMS, INC., FOR PROJECT NO. 1043, BUILDING INSPECTION PERMIT TRACKING SOFTWARE

WHEREAS, City staff received four proposals in response to a Request for Proposal (RFP) for a permit tracking software system; and

WHEREAS, CRW Systems, Inc. was one of four vendors submitting proposals; and

WHEREAS, CRW Systems, Inc. was one of two vendors selected to demonstrate their product and be interviewed by a selection panel; and

WHEREAS, CRW Systems, Inc. was chosen by the selection panel to provide the requested permit tracking software system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the acceptance of the proposal, and award of contract to CRW Systems, Inc., for the permit tracking software system.

BE IT FURTHER RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark, or his designee, be and is hereby authorized to fully execute the software and services agreement and the software maintenance agreement with CRW Systems, Inc.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE 2012-2014 BIENNIAL BUDGET FOR FISCAL YEAR 2013-2014 FOR THE BUILDING INSPECTION PERMIT TRACKING SOFTWARE, PROJECT NO. 1043

BE IT RESOLVED by the City Council of the City of Newark that the document entitled "2012-2014 Biennial Budget" adopted by Resolution No. 9998 on June 28, 2012, is hereby amended as follows for Fiscal Year 2013-2014:

From:

Fund		Amount
037	Unallocated Fund Balance	$111,100

To:

037	Contractual Services	$111,100

RCM2

CONTRACTUAL SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 20____ by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and CRW SYSTEMS, INC., a privately held California Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to provide an automated permit management, project tracking, and code enforcement software system ("Software") and services ("Services") to City as described in Exhibit "A", attached hereto and incorporated herein.

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to provide Software and perform the Services more particularly described in Exhibit "A", in return for the compensation described in this Agreement and in Exhibit "B", provided the Services are performed in an acceptable manner as more particularly described in Exhibit "C".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "D", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

WHEREAS, the Parties desire to enter into a Software Support License Agreement, attached as Exhibit "E".

NOW, THEREFORE, the Parties hereto agree as follows:

1. **CONSULTANT'S SERVICES.** Consultant shall provide Software and perform the Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. **TIME FOR PERFORMANCE.** Time is of the essence in the provision of Software and performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "B"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a

manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

NOT RESPONSIBLE FOR DAMAGES DUE TO UNFORESEEN DELAYS:
Neither CLIENT nor CRW shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, (a) failure of CLIENT to furnish timely information; (b) failure of CLIENT to approve or disapprove of CRW's work, and/or (c) strikes, lockouts, accidents, or acts of GOD.

3. **PAYMENT.**

A. **"Not to Exceed" Compensation.** City shall compensate Consultant for all Software and Services provided and performed by Consultant hereunder in an amount based upon Consultant's hourly or other rates set forth in Exhibit "B", entitled "Project Milestone and Payment Schedule". The payments specified in Exhibit "B" shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of two hundred ten thousand and No/100 Dollars ($210,000.00), which is the Total Contract Amount ("Contract Amount"). unless the performance of Services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such Services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

Sales, Use, Excise, or any State or Local taxes and/or licenses which may apply to this project are the responsibility of CLIENT.

B. **Payment Schedule.** In consideration for the Software and Services to be provided by Consultant under this Agreement, the City agrees to pay Contract Amount in accordance with the terms and conditions outlined in Exhibit "B" ("Project Milestone and Payment Schedule") and based on the reaching the "project milestones" contained therein.

C. **Method of Billing.** Consultant shall submit all billings for said services to City in the manner specified in Exhibit "B"; or, if no manner is specified in Exhibit "B", then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Attn: Lenka Diaz, Administrative Analyst
Public Works Department
37101 Newark Boulevard
Newark, CA 94560

Upon receipt of the invoice, City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the invoice is acceptable and the

payment conditions have been fulfilled, the invoice shall be processed and paid by City within thirty (30) days after City's receipt thereof.

D. **Consultant's Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the Services (without additional compensation to Consultant).

4. **SYSTEM ACCEPTANCE TESTING.** The parties hereby agree to the terms and conditions contained in Exhibit "C" ("System Acceptance Testing"), which are incorporated herein by reference as though fully set forth herein.

5. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within the Services described in Exhibit "A", such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

6. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplished Services rendered pursuant to this Agreement. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.

7. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in Exhibit "D". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in Exhibit "D", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subcontractors, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

8. **MAINTENANCE AND SUPPORT.** Consultant shall provide the following maintenance and support services to City immediately following completion of System Acceptance Testing. Annual Maintenance and Technical Support fees are payable upon System Acceptance, and are renewable on the anniversary date of System Acceptance.

A. TRAKiT software modifications to correct bugs and/or errors that are reported to Consultant by City.

B. TRAKiT software updates that are posted from time to time by Consultant on web site (www.crw.com/support/customer_support). Updates may be downloaded and installed by City onto City's network.

C. Technical support via telephone. Consultant reserves the right to restrict phone access to Consultant-designated System Administrators. Toll-free phone access is provided by Consultant (888-279-2043).

D. Technical support via web form on Consultant's web site (www.crw.com/support).

E. TRAKiT software enhancement requests may be submitted by City to Consultant. Enhancement requests will be reviewed by Consultant and may be incorporated into future releases. City understands that submittal of an enhancement request does not obligate Consultant to provide software modification.

F. City may register for and enroll in Consultant training classes for System Administrators or Users. Registration fees may vary from time to time.

9. SOFTWARE LICENSE AGREEMENT. Consultant hereby agrees to license its Software to the City for purposes of this Agreement and the Software License Agreement as outlined in Exhibit "E", attached hereto and incorporated herein.

10. INFORMATION AND DOCUMENTATION.

A. Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. Ownership of Work Product. All original documents (except source code for computer programs) prepared by Consultant (including its employees and sub-consultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product, except for any confidential information. Consultant shall not reveal the Work Product or the

confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

11. CONFIDENTIAL INFORMATION. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of the Confidential Information, or is lawfully obtained from a third party.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons, or other legal process, or by law, rule, or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the Parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and interpretation or analysis of such data prepared for the purpose of such disclosure shall not be disclosed unless approved in writing by the party whose Confidential Information is at issue or required by law.

12. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

13. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability,

mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

14. **COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

15. **INSURANCE.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, subcontractors, or employees.

A. **Verification of Coverage.** Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

3. Errors and Omissions Liability insurance appropriate to the Consultant's profession.

C. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

1. General Liability: (including operations, products and completed operations, as applicable.)	**$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
3. Errors and Omissions Liability:	**$1,000,000** per occurrence.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, and volunteers; or (b) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Claims Made Policies. For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies. No policy required by this paragraph 15 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies. In addition to other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

3. Terminate this Agreement.

H. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

I. Other Insurance Provisions. The commercial general liability policy is to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees, agents, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of Consultant.

2. Primary Insurance. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects to City, its officers, officials, directors, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, agents, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the Term of this Agreement.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6. Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 15 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The Risk Manager of City may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interest are otherwise fully

protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Exhibit "E".

16. **REPORTING DAMAGES.** If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18 herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage and whether any City property was involved.

17. **INDEMNIFICATION/SAVE HARMLESS**. To the fullest extent permitted by law, Consultant shall (1) immediately defend, and (2) indemnify City, and its officers, officials, directors, employees, agents, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Consultant of a claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or work product by any indemnified party shall not affect, relieve, or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of the services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

18. **WARRANTY/DISCLAIMER OF LIABILITY.** Consultant warrants that upon delivery the Software substantially conforms to its documentation which is defined as those visually readable materials developed by or for Consultant for use in connection with the Software, in either written or electronic form, and is free from defects that will materially impair its use. City's sole remedy for breach of this warranty will be repair or replacement of the Software. Consultant will make reasonable efforts to correct errors in the Software in accordance with the Software Support Services Agreement, but does not warrant that the Software is error-free or will perform without interruption. City has relied solely upon its own investigation and judgment in selecting the Software, and not upon any representations or promises of Consultant except as may be expressly stated herein. This warranty is in lieu of all other warranties, express or implied, and Consultant specifically disclaims any implied warranties of merchant ability or fitness of a particular purpose.

19. **LICENSES, PERMITS, ETC.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

20. **TERM/TERMINATION.**

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant, except for those Services more particularly described in Exhibit "E" which shall survive the term of this Agreement. Completion of the Project means the installation by Consultant of all the Software, the completion by Consultant of all training and other Services, and the payment by City to Consultant of the entire Contract Amount as provided in paragraph 3 above. The schedule shall substantially conform to the schedule included in Exhibit "A" or as may be mutually agreed upon by the parties in writing.

B. Notwithstanding the provisions of paragraph 20 Section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

21. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by Ray Collier of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

22. **NOTICES.** Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

CRW

CHRISTOPHER R. WUERZ, P.E.
Consultant

Address: CRW
2036 Corte Del. Nogal
Suite 200
San Diego, CA 92011

CITY OF NEWARK

RAY COLLIER
Administrator

City of Newark
City Administration Building
37101 Newark Boulevard
Newark, CA 94560

23. DESIGNATED SYSTEM ADMINISTRATOR:

A. The City hereby identifies and designates Mr. RAY COLLIER as the System Administrator. All communication related to day-to-day operations of the system, including maintenance, systems problems, and/or troubleshooting, shall be made to Consultant only through either the Contract Administrator under paragraph 21 or the System Administrator(s) designated herein.

B. The System Administrator(s) shall participate in all training sessions conducted by Consultant as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system software.

24. **PARAGRAPH HEADINGS.** Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

25. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

26. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

27. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

28. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

29. **ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring Party.

30. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

31. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

32. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

33. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

34. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date _____

CRW Systems, Inc.
a privately held California Corp.

By _____
Consultant

Date 1-29-2014

CHRISTOPHER WU022
Printed Name

Attest:

_____
City Clerk

Date _____

Approved as to form:

_____
City Attorney

Date _____

EXHIBIT A

PROJECT SCOPE OF WORK

Upon receipt of a written Notice to Proceed from CLIENT, CRW shall perform the following services:

A. On-Site attendance and participation in project meetings.

Meetings: Project kick-off meeting; business process reviews; software installation; database installation; project implementation meetings.

On Site Days: CLIENT changes to scheduled travel days within 14 days of project schedule may incur increased travel expenses.

B. Deliver computer software (TRAKiT) and database structures for SQL/Server database.

Deliverable: Computer software; installation instructions; services to install software on CLIENT network; services to install SQL/Server database and tables. CRW does not configure/install any hardware.

B.1. Provide eTRAKiT modules for web-based Citizen/Contractor permit processing.

Deliverable: Requires a separate web server hosting the ASP.NET pages to provide the following functions:

(1) Purchase, pay fees, & print permits using one of the following vendors. Payment gateways not listed will incur an additional cost. Payment gateway must be specified within 30 days of contract execution.
- PayPal (Payflow Pro and/or Website Payments Pro)
- Authorize.NET (standard mode only)
- Plug 'N' Pay (standard mode only)
- USA ePay (standard and redirect mode)
- US Bank (redirect mode only)
- Virtual Merchant (standard and redirect mode)
- CSI eCollections (standard mode only)
- PayGov/PayTrust (standard mode only)
- Open Pay (standard mode only)

(2) Includes one (1) standard Permit Form for online customers. Changes to permit form will incur an additional cost.
(3) Request inspections as a Contractor or Citizen.
(4) Review inspection, review, condition, fee statuses and updates.

(5) Search general license information. Requires the LicenseTRAK module. Includes one (1) standard License form for online customers. Changes to form will incur an additional cost.
(6) Submit complaints. Requires CRM TRAK module.
(7) Interact with CLIENT GIS maps. Requires Advanced TRAKiT GIS level.
(8) Create user logins for citizens and/or contractor login.
(9) Inspector login to change/input results.
(10) Reviewer login to update review notes and status results.

B.2. Provide MobileTRAK module for field-ready iPAD interface.

Deliverable: iTRAKiT module for iPad to provide the following functions:
(1) Login as TRAKiT Inspector.
(2) Complete and result scheduled PermitTRAK inspections from the field.
(3) Utilize in off-line mode without internet connection (GIS will not update).
(4) Provide access to Google Maps.
(5) Calculate efficient route.
(6) Upload photos from iPad, and view associated attachments (requires connection).

C. Provide data conversion services.

Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing.

Applies to: Land data from a single source.

Applies to: Permits, Inspections, Planning activity, Code Enforcement and Contacts in MS Access.

Applies to: Fire prevention Permits in MS Excel.

CLIENT will provide to CRW all tables and files that are necessary for historical data conversion. CLIENT agrees to provide all necessary files and data to CRW within thirty (30) days of project commencement date. CRW does not guarantee the quality of the source data received, but makes reasonable effort to convert all data in the original source that it is provided.

D. Provide software training.

Deliverable: Provide System Administrator training for up to one (1) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Provide Report Writing training for up to one (1) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Conduct three (3) days of on-site, hands-on System Acceptance training at CLIENT office. Class size is limited to eight (8) students per day.

Deliverable: Conduct four (4) days of on-site, hands-on End User training at CLIENT office. Class size is limited to eight (8) students per day.

CLIENT to provide classroom space, workstations, and networked access to the server for all on-site classes at CLIENT facilities. If CLIENT does not have hardware for conducting training, then CRW can provide onsite laptop labs for an additional cost.

E. Provide Project Implementation services.

Deliverable: Develop up to eight (8) custom forms, and up to one (1) custom report, as directed by CLIENT staff; provide standard (ICC or other) Valuation tables; develop custom valuations and fee formulas as directed by CLIENT staff, using information provided by CLIENT.

Deliverable: Installation of forms, fee tables, types, inspections, and valuation tables in TRAKiT database.

Deliverable: Data import specification (using standard TRAKiT import function) for monthly updates of assessor records.

CLIENT to provide information regarding fee formulas, usage, permit and project forms.

CLIENT agrees to provide all necessary custom report and custom form definitions to CRW within thirty (30) days of project commencement date.

G. Deliver integration to Laserfiche Document Management System

Deliverable: Real-time exchange of attachments moved from TRAKiT into Laserfiche's storage. Custom interface design to be specified between CRW and CLIENT.

G. Deliver California State Licensing Board (CSLB) integration.

Deliverable: Create integration to the California State Licensing Board via Web Service currently offered by the State as of the date of this agreement.

CLIENT will ensure that the product/license is up to date to take advantage of CRW's integration.

EXHIBIT B

PROJECT COST SUMMARY, MILESTONE AND PAYMENT SCHEDULE

A. Software & Licensing Fees					
LandTRAK, Standard TRAKiT GIS (ArcGIS Server Version 9.3.1 and above)	$ 10,000	-	Module		
PermitTRAK	$ 7,500	-	Module		
ProjectTRAK	$ 7,500	-	Module		
AEC TRAK	$ 0	-	Module		
CodeTRAK	$ 7,500	-	Module		
CRMTRAK	$ 10,000	-	Module		
MobileTRAK (iTRAKiT)	$ 10,000	-	Module		
eTRAKiT	$ 15,000	-	Module		
Laserfiche Integration	$ 5,000				
End-User Licensing (concurrent)	$ 20,000	-	10	Users	
Sub-total:					**$ 92,500**
B. Implementation & Project Management					
System Configuration	$ 11,250	-	15	class. Types	
Control Tables Setup	$ 10,500				
GIS Integration	$ 2,500				
MobileTRAK Configuration	$ 3,500				
eTRAKiT Configuration	$ 5,000				
TRAKiT System Installation – Support	$ 1,500	-	1	remote day	
Kick-off Meeting	$ 2,500	-	1	Day	
Business Process Review (BPR Meeting)	$ 7,500	-	3	Days	
Project Meetings (on-site)	$ 10,000	-	4	Days	
CRW Go-Live Support	$ 5,000	-	2	Days	
Sub-total:					**$ 59,250**
C. Data Conversion					
Assessor, or GIS import	$ 4,500	-	Assessor or GIS data		
Permits & Inspections	$ 5,000	-	Assessor or GIS data		
Planning Activity	$ 3,500	-	Assessor or GIS data		
Code Enforcement	$ 2,500	-	Assessor or GIS data		
Fire Prevention Permits	$ 1,500	-	Assessor or GIS data		
Sub-total:					**$ 17,000**
D. Training Services					
End User Training	$ 10,000	-	4	days	
System Acceptance Training	$ 7,500	-	3	days	
System Admin/Report Writing Training	$ 1,500	-	1	Seat for each	
Sub-total:					**$ 19,000**
E. Travel & Expenses					**$ 12,750**
F. Contingencies / Customizations					
CSLB Integration	$ 0	-	Included		
Custom Reports	$ 1,500	-	1	report	
Custom Forms	$ 8,000	-	8	forms	
Sub-total:					**$ 9,500**
Total of TRAKiT Installation:					**$ 210,000**

Task	CLIENT Responsibilities	CRW Responsibilities	Target Date
1. **Contract Execution / Notice to Proceed**	CLIENT signs contract and provides Notice to Proceed.	CRW signs final contract.	February 2014
2. **Project Hand-Off Call**	CLIENT reviews and sets initial Project Timeline dates with CRW.	CRW & CLIENT review Project Timeline; CRW delivers electronic copies of Configuration Guide.	February 2014
3. **Confirm Hardware & Required Systems**	CLIENT provides confirmation that all required hardware, servers, database systems, and related components are ready.	CRW reviews hardware specifications with CLIENT; CRW confirms remote access.	February 2014
4. **Initial Data Extract**	CLIENT uploads all legacy databases quoted in the contract to CRW's FTP site.	CRW provides FTP access for uploading all source files. CRW reviews initial data upload.	February 2014
5. **Software Installation**	CLIENT provides remote access to servers.	CRW installs all TRAKiT software on CLIENT servers. One workstation will also be tested.	February 2014
6. **First Payment Due** 100% of Software Licensing $92,500	Customer provides 1st payment for software licensing.		February 2014
7. **GIS Consultation**	CLIENT conducts meeting with CRW to discuss the delivery expectations for GIS data.	CRW offers suggestions to ensure expected delivery is achieved. CRW provides a sample 'Map Template' to be used within TRAKiT GIS.	March 2014
8. **Delivery of Geodatabase**	CLIENT uploads geodatabase onto CRW's FTP site for data mapping.	CRW begins mapping the source tables to the TRAKiT structure.	March 2014
9. **Database Consultation**	CLIENT conducts meeting with CRW to discuss the data conversion process and a brief review of the data structure. CLIENT signs-off on Data Source Document.	CRW provides suggestions to ensure expectations are reviewed.	March 2014
10. **Kick-Off Meeting**	CLIENT attends and participates in Kick-Off Meeting. Kick-Off Meeting is divided into 2 days with one full onsite initial training day, followed by a review of the Configuration Guide.	CRW conducts Kick-Off meeting onsite. Reviews Configuration Guide with all Departments, and assists in completing LandTRAK data fields. CRW provides workflow samples for future discussions.	March 2014
11. **1st LandTRAK Data Map Review**	CLIENT reviews land data mapping document with CRW.	CRW provides a draft of the Land data map based on GIS data provided and information requested by the user group.	April 2014
12. **Initial Workflows**	CLIENT provides initial workflows from various Departments for review.	CRW reviews initial workflows submitted for Business Process Meeting.	April 2014

Task	CLIENT Responsibilities	CRW Responsibilities	Target Date
13. **Business Process Review Meeting**	CLIENT provides information and participates in preliminary business process discussion. Sessions are divided among various Departments implementing TRAKiT.	CRW assists the CLIENT with Workbooks and identifies process adaptations. eTRAKiT expectations and settings are reviewed for configuration.	April 2014
14. **1st Draft of Data Mapping Document**	CLIENT to review data mapping document for legacy data provided by CRW.	CRW to review initial draft of data mapping document with CLIENT.	April 2014
15. **Spatial Joins & Map Template Delivered**	CLIENT provides all required spatial joins based on requirements. The finalized map template is also delivered to CRW.	CRW reviews the submitted spatial joins and map template from CLIENT.	May 2014
16. **eTRAKiT Credit Card Gateway**	CLIENT provides CRW with eTRAKiT credit card gateway information for integration.	CRW reviews credit card portal and prepares a scope for expectations.	May 2014
17. **Workbook Collection Meeting**	CLIENT provides completed Workbooks and copies of needed forms/reports; CLIENT attends department meetings to offer insight into workflow; CLIENT provides complete set of source data for conversion.	CRW collects CLIENT responses to Workbooks; CRW conducts Department meetings to ensure understanding of responses and discuss procedural needs; CRW reviews data to convert with CLIENT.	May 2014
18. **LandTRAK Data Map Sign Off**	CLIENT signs-off on LandTRAK data mapping document.	CRW finalizes data map for CLIENT sign-off.	May 2014
19. **Data Mapping Document Sign Off**	CLIENT approves data mapping document after a review with CRW's data conversion specialist.	CRW to provide data mapping documents, layouts, and explanations.	June 2014
20. **System Configuration**	CLIENT participates and provides additional information as needed by CRW.	CRW configures system according to Workbook responses and meeting discussions; CRW converts historical data; CRW creates/customizes reports and/or forms (e.g. Permit Form).	June 2014
21. **Map Services Data Delivered**	CLIENT delivers Map services and Map services data to CRW prior to Initial Delivery.	CRW configures Map services with data.	July 2014
22. **Initial Delivery**	CLIENT will attend the demonstration of the delivery.	CRW installs and demonstrates configured system with various Departments. eTRAKiT validation/preferences are reviewed with CLIENT.	July 2014
23. **Workflow Processes Delivered**	CLIENT receives written workflow processes from CRW.	CRW delivers a sample set of workflow processes to CLIENT for review and use during Training.	July 2014

Task	CLIENT Responsibilities	CRW Responsibilities	Target Date
24. Second Payment Due 25% of Services $29,375	Customer provides 2nd payment for services.		July 2014
25. System Acceptance Users Trained	CLIENT will provide meeting space and provide up to eight (8) staff for training.	CRW provides training materials and laptops with initial system configuration.	July 2014
26. System Acceptance Testing Begins	CLIENT "System Acceptance" Users verify accuracy and placement of converted data, forms & reports; CLIENT tests software configuration; CLIENT tests program interfaces; CLIENT tests software customizations; CLIENT notifies CRW of desired changes.	CRW receives change requests from CLIENT and makes necessary revisions.	July2014
27. Initial Delivery Revisions	CLIENT delivers revision list to CRW.	CRW receives review comments from CLIENT and begins adjusting configured system.	August 2014
28. External Interface Review	CLIENT tests any external data interfaces provided by CRW; includes land update routine, accounting interface, and other data import routines.	CRW reviews any external data import/export routines prepared for CLIENT.	August 2014
29. Revised Delivery	CLIENT continues review of system.	CRW delivers revisions to CLIENT.	August 2014
30. Third Payment Due 25% of Services $29,375	Customer provides 3rd payment for services.		August 2014
31. GIS Final Review	CLIENT tests map services and updates with CRW.	CRW finalizes GIS configuration for Go Live.	September 2014
32. Final Revisions List	CLIENT delivers final revision list to CRW.	CRW receives review comments from CLIENT and makes final adjustments.	September 2014
33. eTRAKiT Final Connection Validated	CLIENT validates the configuration settings for eTRAKiT portal.	CRW provides remote assistance for eTRAKiT payment portal.	September 2014
34. Final Delivery	CLIENT reviews final items submitted.	CRW installs modified system.	September 2014
35. System Acceptance Testing Ends	CLIENT approves final system before User Training commences.		September 2014
36. Fourth Payment Due 25% of Services $29,375	CLIENT provides 4th payment for services.		September 2014
37. CLIENT Support Transition Call	CLIENT attends remote discussion with CRW CLIENT Support team.	CRW introduces CLIENT Support team along with expectations for using technical assistance after Go Live.	October 2014
38. End User Training	CLIENT provides meeting	CRW provides training	2 weeks after

Task	CLIENT Responsibilities	CRW Responsibilities	Target Date
	space for up to eight (8) staff.	materials and laptops with configured system.	System Acceptance ends.
39. General System Administration Training	CLIENT core users attend a mini System Administrator training session prior to Go Live.	CRW conducts an accelerated System Admin session with core users for user privilege and general configuration management.	October 2014
40. Transition to Live	CLIENT provides final extract of historical data to CRW.	CRW converts data and loads onto CLIENT's server.	October 2014
41. Go Live	CLIENT Goes Live with TRAKiT, iTRAKiT, and eTRAKiT.	CRW provides Go Live support onsite.	October 2014
42. Final Payment 25% of Services $29,375	CLIENT provides final payment.		30 days after completion of Go Live.
43. Follow-up Visit	CLIENT assembles various Departments for review with CRW.	CRW conducts an onsite follow-up visit 45 days after Go Live.	45 days after completion of Go Live.
System Administrator / Report Writing Training	CLIENT provides System Administrators for training at a remote location.	CRW trains CLIENT staff at any of the following locations & dates.	Date and location to be determined based on availability.

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone.

EXHIBIT C

SYSTEM ACCEPTANCE TESTING

1. CLIENT shall commence System Acceptance tests upon written notification from CRW that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at CLIENT site, using CLIENT computer hardware. CLIENT staff will conduct all System Acceptance Testing.

2. CLIENT shall be allowed a period of thirty (30) business days for System Acceptance Testing, beginning from the date of notification as provided in paragraph 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. CLIENT shall immediately advise CRW, in writing, of any error, or perceived error, discovered at any time during the testing period.

3. Upon delivery of written notification from CLIENT to CRW of a software system or database conversion error, or other problem, has occurred, CRW shall have ten (10) business days to address and correct such error so as to render the system operable. CRW shall provide written notice to CLIENT that the error has been corrected. During the time period between notification of any error until to such time that CRW advises CLIENT of correction of such error the thirty (30) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by CRW that the previously noticed errors have been corrected and once the corrections have been made available to the CLIENT.

4. CRW shall provide written notice to CLIENT when the thirty (30) day System Acceptance test period has expired. Thereafter, CLIENT shall have five (5) business days to provide CRW with written notice of any remaining errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATEST OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY CRW TO CLIENT THAT THE FINAL PROBLEMS IDENTIFIED BY CLIENT PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY CRW TO CLIENT INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.

5. CLIENT may begin using the software for productive use following completion of the System Acceptance tests. "Productive Use" shall include the issuance of any building permits, inspections and/or fee collection from the general public.

6. CLIENT may not begin to use the software for productive use prior to completion of the System Acceptance tests. If CLIENT begins using software for productive use prior to completion of the System Acceptance test, then the system acceptance test will be deemed completed and satisfactory.

EXHIBIT D

QUALIFICATIONS

1. Any and all employees of CRW Systems, including but not limited to individual project managers and technical support staff as identified in RFP for Permitting System Software and Implementation Services dated September 5, 2013.

2. No sub-consultants or sub-contractors of CRW Systems will be assigned to this project.

EXHIBIT E

SOFTWARE LICENSE AGREEMENT

This perpetual License Agreement for the use of "Community Development Software" (Software) developed and marketed by CRW is granted to CLIENT by CRW as of the date of this Agreement.

SUMMARY OF LICENSE TERMS

1. Software is marketed by CRW under the title of "**TRAKiT**".

2. Software provided to the CLIENT under this License allows the CLIENT to perpetually use, not own, the software.

3. Software is provided to the CLIENT as a multi-user, concurrent access license. The designated number of concurrent Users/Administrators/Observers for this license is ten (10). CLIENT is permitted to install Software on any and all workstations owned or controlled by the CLIENT. Software will allow a designated number of concurrent users to access the databases maintained by Software. Users attempting to access the system databases with Software after the designated number of concurrent users is logged on will be prohibited from logging on.

4. This software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of CRW.

5. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The Title, ownership rights, and intellectual property rights in and to this Software shall remain with CRW.

6. CRW has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither CRW nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.

7. CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.

8. CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Response to the CLIENT's RFP, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed.

9. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit F attached hereto.

10. Neither CRW nor any of the people or companies involved in providing this license to the CLIENT may be held liable for any incidental or consequential damages caused by failures or faults of the software or its functions.

11. CRW's sole responsibilities with respect to error corrections will be to correct any defects or errors in the Software or its functions, which are brought to the attention of CRW by the CLIENT.

12. This License Agreement will remain in effect until CLIENT returns Software to CRW, or until CLIENT destroys Software.

SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

This Agreement is entered into this _____ day of _____, _____, by and between NEWARK, (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") (collectively referred to as "the PARTIES") for the maintenance and support services of permit and code enforcement software as further specified in Exhibit A (the "SOFTWARE") provided to CLIENT by CRW pursuant to a separate Installation & License Agreement.

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

EXHIBIT A: Covered Sites, Software Modules & Configuration

EXHIBIT B: Services and Fees

B. COVERAGE

B.1. SCOPE OF SERVICES:

CRW shall provide maintenance service, technical support and software updates for the SOFTWARE as further detailed in Exhibit A and herein referred to as "Covered Software". Covered software does not include hardware, hardware vendor operating systems and other system software, CLIENT-developed software, or third-party software.

B.2. DESCRIPTION OF SERVICES:

B.2.1. SUPPORT SERVICES. During the term of this Agreement, CRW shall provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with its intended use.

B.2.2. TECHNICAL SUPPORT. CLIENT shall have email and Toll-free phone access to CRW Monday through Friday during their normal business hours. CRW shall use its best efforts to work with and support all CLIENT-users who may call CRW with technical questions, however, CRW reserves the right to restrict email and/or telephone access to CLIENT-designated representatives only, as further detailed in Section G.3. herein. CRW shall have contact with CLIENT's designated System Administrator by telephone or email at least once per month to discuss system performance and unanswered questions. At the request of the CLIENT a quote for onsite technical support may be provided at any time.

B.2.3. REMEDIAL SUPPORT. Upon notification by CLIENT of an error, defect, malfunction or nonconformity in the Covered Software, CRW shall respond as follows:

(a) SEVERITY 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: CRW shall provide a response by a qualified member of its staff to begin to diagnose and to correct Severity 1 problem as soon as reasonably possible, but in any event, a response via telephone will be provided within two (2) hours. CRW will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to CLIENT as a work-around or as an emergency software fix. If CRW delivers an acceptable work-around, the severity classification will drop to Severity 2.

(b) SEVERITY 2: Produces a detrimental situation in which performance of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the

Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

RESPONSE: CRW will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within six (6) hours. CRW will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution shall be delivered to CLIENT in the same format as Severity 1 problems. If CRW delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

(c) SEVERITY 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

RESPONSE: CRW will provide a fix or fixes for Severity 3 problems within 15 days or at the next scheduled maintenance release, whichever occurs first.

(d) SEVERITY 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from CRW.

RESPONSE: CRW will provide a fix or fixes for Severity 4 problems within 15 days or at the next scheduled maintenance release, whichever occurs first.

(e) For the purpose of the response listed above, an "hour" is defined as one (1) business hour during CRW office hours, and a "day" is defined as one (1) business day during CRW office hours.

B.2.4. EMAIL/FACSIMILE SUPPORT. For Severity 3 & Severity 4 issues, CRW provides a written problem report. CLIENT may submit a problem report via email or fax at any time. CRW shall acknowledge receipt of all reports with a telephone call or response email to CLIENT and provide a resolution to the problem within 15 days or at the next scheduled maintenance release, whichever occurs first.

B.2.5 MAINTENANCE SERVICES. During the term of this Agreement CRW will maintain the Covered Software by providing CLIENT with all software upgrades, enhancements and modifications. All updates or new versions shall be provided to CLIENT via download through CRW's website. CRW anticipates at least one upgrade per quarter.

B.2.6. SERVICES NOT INCLUDED. Maintenance Services do not include any of the following:

(a) Custom programming services;
(b) On-site support, including installation of hardware or software;
(c) Support of any software not designated as Covered Software.
(d) Custom reports/forms or a modification to an existing reports/forms.
(e) Training, except as specified in Exhibit B.

B.2.7. LIMITS OF LIABILITY. CRW assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if CLIENT has made changes to the system hardware/software configuration or modifications to any supplied source code of the Covered Software.

B.2.8. ADDITIONAL SERVICES. CLIENT may request CRW perform additional services which are not covered under the Scope of Services or Description of Services as provided in this Agreement. Should CRW agree to perform said additional services, CRW & CLIENT shall enter into a separate written agreement setting forth the scope of said additional services and the compensation to CRW for those additional services. Said separate written agreement may be made an amendment to this Agreement at CRW's discretion.

C. COMPENSATION

C.1. FEES:

C.1.1. SERVICE FEES: Fees for Maintenance, Support & Service provided under this Agreement shall be contained in Exhibit B. Should a user and/or software package be added to Exhibit A, CRW reserves the right to adjust and/or amend Exhibit A and Exhibit B accordingly and shall provide CLIENT with notification of such adjustment.

C.1.2. TAXES: CLIENT shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state or otherwise, however designated which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, CLIENT shall promptly pay to CRW an amount equal to any such items actually paid, or required to be collected by CRW.

D. EXCLUSIONS OF LIABILITY

D.1. WARRANTY: CRW MAKES AND CLIENT RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH CRW IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY CRW OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, CRW SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL CRW BE LIABLE HEREUNDER TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO CRW UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

D.2. INDEMNITY:

D.2.1. To the extent permitted by law, CRW agrees to indemnify and hold harmless CLIENT, its officers, officials, employees, and agents from and against liability, damages, costs, losses, claims and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors or omissions of CRW and its employees, subcontractors, sub consultants, and agents in the performance of this Agreement.

D.2.2. To the extent permitted by law, CLIENT agrees to indemnify and hold harmless CRW, its employees, sub consultants, and agents from and against liability, damages, costs, losses, claims, and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors, or omissions of the CLIENT, its officers or employees, including, but not limited to, incorrect data or information provided by CLIENT.

E. INSURANCE & LICENSES

E.1 WORKER'S COMPENSATION INSURANCE:

Throughout the term of this Agreement and any extension thereof, CRW shall maintain Workers' Compensation and Employer's Liability Insurance of a form and in an amount as required by state law.

E.2. GENERAL LIABILITY:

Throughout the term of this Agreement and any extension thereof, CRW shall maintain Comprehensive General Bodily Injury and Property Damage Liability Insurance, including automobile (non-owned, or hired), in the amount of One Million Dollars ($1,000,000), combined single limits per occurrence and annual aggregate.

E.3. LICENSES:

CRW shall maintain all licenses required by law which are applicable and necessary to the course and conduct of their business, including, but not limited to, a business license in the State, County, and/or City in which

CLIENT is located, if applicable. Said licenses shall be maintained in full force throughout the term of this Agreement and any extension thereof.

F. TERM AND TERMINATION

F.1. TERM:

The term of this Agreement shall be for five (5) years. Covered Software maintenance service and support shall commence upon the receipt of a fully executed original of this Agreement. This Agreement shall remain in effect for the original five (5) year term and, thereafter, for automatic renewal terms on a five (5) year basis until terminated.

F.2. TERMINATION:

This Agreement may be terminated by CLIENT at any time, with or without cause upon thirty (30) days written notice to CRW. The Date of Termination (hereinafter "Date of Termination" or "Termination Date") shall be defined as the date which is thirty (30) days from the date on which the written notice of termination is postmarked or if sent by email, the date which is thirty (30) days from the date on which CRW is in receipt of said email. In the event of termination by CLIENT, CLIENT shall pay CRW for all services rendered up to and including the Date of Termination. Upon termination CLIENT further agrees to return all source code unopened and unused to CRW.

G. ADDITIONAL PROVISIONS

G.1. CLIENT REFERENCES:

CRW will not use CLIENT's name, logo or any other trademarks (including in any press releases, CLIENT "case studies," and the like) without CLIENT's prior written approval, email acceptable.

G.2. INDEPENDENT CONTRACTOR:

CLIENT and CRW acknowledge and intend that, to the maximum extent permissible by law: (a) this Agreement does not constitute an employment agreement by either party; (b) that CLIENT and CRW are independent contracting parties with respect to all services rendered under this Agreement; and (c) this Agreement shall not be construed as a partnership. CRW shall retain sole and absolute discretion and judgment in methods, techniques and procedures used in performing the services set forth herein. The fact that CLIENT or CRW may carry worker compensation insurance for their own respective benefits and for the benefit of each other shall not create an inference of employment.

G.3. DESIGNATED CONTRACT REPRESENTATIVES:

All communication relating to fees, termination or the general provisions of this Agreement shall be exchanged between the designated representatives of CLIENT and CRW Systems as follows:

CLIENT	CRW
Ray Collier Chief Building Official 37101 Newark Blvd. Newark, CA 94560 Phone: (510) 578-4307 Facsimile: (510) 578-4307 Email: ray.collier@newark.org	Christopher R. Wuerz, P.E. President, CRW Systems, Inc. 2036 Corte Del Nogal, Suite 200 Carlsbad, CA 92011 Phone: (858) 451-3030 Facsimile: (858) 451-3870 Email: chris@crw.com

Should the designated representative or address of either Party change during the term of this Agreement, or any extension thereof, said Party shall provide written notice to the other prior to the effective date of change.

G.4. ENTIRE AGREEMENT:

Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the Parties, which supersedes and merges all prior proposals, understanding and all other Agreements with respect to software maintenance, service and support, whether oral or written, between the Parties. Nothing contained in this Agreement is intended to benefit any third party. The contractors, subcontractors, or suppliers are not intended third party beneficiaries of this Agreement.

G.5. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing Party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

G.6. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of NEWARK. Venue for the enforcement of this agreement shall lie exclusively in ALAMEDA COUNTY, CALIFORNIA.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the COURT OF ALAMEDA COUNTY, CALIFORNIA, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

G.7. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. CRW may not assign any of its responsibilities or obligations hereunder to any other person or entity without written consent of CLIENT.

G.8. SEVERABILITY:

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

G.9. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

G.10. AGREEMENT AS OFFER:

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before February 28, 2014.

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date _____

CRW Systems, Inc.
a privately held California Corp.

By _____
Consultant

Date 1-29-2014

CHRISTOPHER CUEVAS
Printed Name

Attest:

_____
City Clerk

Date _____

Approved as to form:

_____
City Attorney

Date _____

EXHIBIT A

COVERED SITES, SOFTWARE MODULES AND CONFIGURATION

A. COVERED SITES

This Agreement covers the following CLIENT sites

City of Newark, CA
37101 Newark Boulevard
Newark, CA 94560

B. COVERED SOFTWARE MODULES

This Agreement covers the following TRAKIT software components at each site listed in Exhibit A, Section A:

1. TRAKiT Software Modules included: ProjectTRAK, PermitTRAK, CodeTRAK, CRM TRAK, AEC TRAK, GeoTRAK, Reports.
2. TRAKiT
3. *e*TRAKiT
4. iTRAKiT

C. COVERED CONFIGURATION

This Agreement covers the following configuration:

__10__ Simultaneous User and __0__ eMarkup licenses of Covered Software purchased by CLIENT.

EXHIBIT B

SERVICES AND FEES

Maintenance Services and support for the applications and configuration listed in Exhibit A will be provided for a fee and payable per the Fee Schedule below. The fee may be adjusted at the end of the five (5) year term of this Agreement to the then current pricing. Should additions to the number of licensed users or the Covered Software occur during the term of this Agreement or any extension thereof, CRW shall adjust the fee to reflect the applicable changes and provide CLIENT with written notice of the fee change.

FEE SCHEDULE

YEAR	FEES	DUE DATE
YEAR 1	$18,500	AT SYSTEM ACCEPTANCE
YEAR 2	$18,500	September 2015
YEAR 3	$19,425	September 2016
YEAR 4	$19,425	September 2017
YEAR 5	$20,396	September 2018

J.1 Resolution of the City of Newark acting as the Successor Agency to the Newark Redevelopment Agency approving the loan repayment schedule – from Administrative Services Director Woodstock. (RESOLUTION)

Background/Discussion – The loan from the City to the Newark Redevelopment Agency shown on the January to June 2012 Recognized Obligation Payment Schedule (ROPS) was rejected by the State Department of Finance as their interpretation of Assembly Bill (AB) 1x26 did not consider a loan between a redevelopment agency and a city as an obligation. On June 27, 2012, the Governor signed AB 1484 which updated the procedures for the dissolution of redevelopment agencies and indicated that a loan can be considered an obligation if the Agency obtains a Finding of Completion and the Oversight Board approves the loan as an obligation. The State Department of Finance has issued a Finding of Completion to the Successor Agency therefore the loan is eligible for repayment.

The purpose of the loan was to provide funding to prepare and adopt Redevelopment Area 2. The loan was used for consulting services to prepare all documents and processes necessary for establishment of that redevelopment area.

The original loan was for $400,000. The agreement for this loan set the interest rate at the Local Agency Investment Fund (LAIF) rate for each year. Health and Safety Code Section (HSC) 34191.4(b)(2) requires that the interest be recalculated on the loan at the LAIF rate for this current quarter, which is 0.26%. The eligible repayment amount is $409,990.

The loan repayment schedule will be as outlined in HSC 34176(e)(6)(B). The amount to be shown on the July to December 2014 ROPS (ROPS13-14A) is $13,654. The payment for ROPS13-14B will be $18,229.

Upon approval by the Successor Agency, the loan repayment schedule will be presented to the Oversight Board for consideration.

Action - It is recommended that the City Council acting as the Successor Agency to the Newark Redevelopment Agency, by resolution, approve the loan repayment schedule in accordance with Health and Safety Code 34176(e)(6)(B).

RESOLUTION NO. SA-

RESOLUTION OF THE SUCCESSOR AGENCY TO THE NEWARK REDEVELOPMENT AGENCY APPROVING LOAN REPAYMENT SCHEDULE IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTION 34176(e)(6)(B)

WHEREAS, on January 12, 2012, the City of Newark by Resolution No. 9910, duly adopted by the City Council, affirmatively and expressly elected to become the Successor Agency to the Newark Redevelopment Agency; and

WHEREAS, the Successor Agency is tasked with the responsibility of winding down the Redevelopment Agency's affairs and continuation to meet the former Redevelopment Agency's obligations; and,

WHEREAS, the Newark Redevelopment Agency received a loan from the City in the original amount of $400,000 for Redevelopment Area 2; and

WHEREAS, the Successor Agency has received a Finding of Completion from the California Department of Finance; and

WHEREAS, the interest rate on the loan has been recalculated in accordance with Health and Safety Code Section 34191.4(b)(2)

NOW, THEREFORE, BE IT RESOLVED, by the Successor Agency to the Newark Redevelopment Agency, as follows:

SECTION 1. The above recitals are true and correct and are adopted as the findings of the Successor Agency.

SECTION 2. The Successor Agency hereby makes a finding that the loan was used for legitimate redevelopment purposes.

SECTION 3. The schedule of repayment of the loan will be made in accordance with Health and Safety Code Section 34176(e)(6)(B).

J.2 Resolution of the City of Newark acting as the Successor Agency to the Newark Redevelopment Agency adopt and endorse the Recognized Obligation Payment Schedule for the period of July to December 2014 – from Administrative Services Director Woodstock. (RESOLUTION)

Background/Discussion – Assembly Bill (AB) 1x26 and the subsequent amendment, AB 1484, require agencies to adopt a Recognized Obligation Payment Schedule (ROPS) for each six (6) month period in which the Successor Agency is closing out the obligations of the former Newark Redevelopment Agency.

The Successor Agency and the Oversight Board have approved several ROPS for periods between January 2012 and June 2014.

The loan from the City to the Newark Redevelopment Agency shown on the January to June 2012 ROPS was rejected by the State Department of Finance as their interpretation of AB 1x26 did not consider a loan between a redevelopment agency and a city as an obligation. On June 27, 2012, the Governor signed AB 1484 which updated the procedures for the dissolution of the redevelopment agencies and indicated that a loan can be considered an obligation if the Agency obtains a Finding of Completion and the Oversight Board approves the loan as an obligation. The State Department of Finance has issued a Finding of Completion to the Successor Agency therefore the loan is being shown as an obligation on this ROPS, July to December 2014 (ROPS 14-15A).

ROPS14-15A has been prepared showing a payment on outstanding balance of the loan of $13,654 and the 3% administrative costs of $628.

Upon approval by the Successor Agency, the ROPS14-15A will be presented to the Oversight Board for consideration. Health and Safety Code Section 34191.4(b)(1) requires that the Oversight Board make a finding that the loan was for legitimate redevelopment purposes. Upon the Oversight Board making that finding, ROPS14-15A will be submitted to the State for processing.

Attachment

Action - It is recommended that the City Council acting as the Successor Agency to the Newark Redevelopment Agency, by resolution, adopt and endorse the Recognized Obligation Payment for the period of July to December 2014.

RESOLUTION NO. SA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE NEWARK REDEVELOPMENT AGENCY ADOPTING AND ENDORSING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY TO DECEMBER 2014

WHEREAS, on January 12, 2012, the City of Newark by Resolution No. 9910, duly adopted by the City Council, affirmatively and expressly elected to become the Successor Agency to the Newark Redevelopment Agency; and

WHEREAS, the Successor Agency is tasked with the responsibility of winding down the Redevelopment Agency's affairs and continuation to meet the former Redevelopment Agency's obligations; and,

WHEREAS, the Successor Agency has prepared and approved a Recognized Obligation Payment Schedule that details all financial obligations of the Successor Agency in winding down the activities of the former Newark Redevelopment Agency, for the period of January 1, 2014 to June 30, 2014; and

NOW, THEREFORE, BE IT RESOLVED, by the Successor Agency to the Newark Redevelopment Agency, as follows:

SECTION 1. The above recitals are true and correct and are adopted as the findings of the Successor Agency.

SECTION 2. The Recognized Obligations Payment Schedule, a copy of which is attached hereto, marked Exhibit "A", and incorporated herein by reference as if set forth at length, is hereby adopted.

Recognized Obligation Payment Schedule (ROPS 14-15A) - Summary

Filed for the July 1, 2014 through December 31, 2014 Period

Name of Successor Agency: Newark

Name of County: Alameda

	Current Period Requested Funding for Outstanding Debt or Obligation	Six-Month Total
A	**Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):**	**$ -**
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
E	**Enforceable Obligations Funded with RPTTF Funding (F+G):**	**$ 14,282**
F	Non-Administrative Costs (ROPS Detail)	13,654
G	Administrative Costs (ROPS Detail)	628
H	**Current Period Enforceable Obligations (A+E):**	**$ 14,282**

	Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
I	Enforceable Obligations funded with RPTTF (E):	14,282
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(628)
K	**Adjusted Current Period RPTTF Requested Funding (I-J)**	**$ 13,654**

	County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
L	Enforceable Obligations funded with RPTTF (E):	14,282
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	**Adjusted Current Period RPTTF Requested Funding (L-M)**	**14,282**

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name Title

/s/

Signature Date

Exhibit A

Recognized Obligation Payment Schedule (ROPS) 14-15A - ROPS Detail
July 1, 2014 through December 31, 2014
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
										Funding Source					
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total
								$ -		$ -	$ -	$ -	$ 13,654	$ 628	$ 14,282
1	2001 Redevel/Loan from City	City/County Loans	12/13/2001	12/31/2044	City of Newark	Prepare and adopt Redevelopment	2		N				13,654		13,654
3	Administrative Costs	Admin Costs	7/1/2013	6/30/2014	City of Newark	Staff time conform to AB 26 &1484	all		N					628	$ 628
															$ -
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Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of Cash Balances

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177(l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H	I
		Fund Sources						
		Bond Proceeds		Reserve Balance		Other	RPTTF	
	Cash Balance Information by ROPS Period	Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR balances retained	Prior ROPS RPTTF distributed as reserve for next bond payment	Rent, Grants, Interest, Etc.	Non-Admin and Admin	Comments
ROPS 13-14A Actuals (07/01/13 - 12/31/13)								
1	**Beginning Available Cash Balance (Actual 07/01/13)** Note that for the RPTTF, 1 + 2 should tie to columns J and O in the Report of Prior Period Adjustments (PPAs)							
2	**Revenue/Income (Actual 12/31/13)** Note that the RPTTF amounts should tie to the ROPS 13-14A distribution from the County Auditor-Controller during June 2013						20,948	
3	**Expenditures for ROPS 13-14A Enforceable Obligations (Actual 12/31/13)** Note that for the RPTTF, 3 + 4 should tie to columns L and Q in the Report of PPAs							
4	**Retention of Available Cash Balance (Actual 12/31/13)** Note that the RPTTF amount should only include the retention of reserves for debt service approved in ROPS 13-14A							
5	**ROPS 13-14A RPTTF Prior Period Adjustment** Note that the RPTTF amount should tie to column S in the Report of PPAs.	No entry required					628	
6	**Ending Actual Available Cash Balance** **C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)**	$ -	$ -	$ -	$ -	$ -	$ 20,320	
ROPS 13-14B Estimate (01/01/14 - 06/30/14)								
7	**Beginning Available Cash Balance (Actual 01/01/14)** **(C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)**	$ -	$ -	$ -	$ -	$ -	$ 20,948	
8	**Revenue/Income (Estimate 06/30/14)** Note that the RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014							
9	**Expenditures for 13-14B Enforceable Obligations (Estimate 06/30/14)**						628	
10	**Retention of Available Cash Balance (Estimate 06/30/14)** Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14B							
11	**Ending Estimated Available Cash Balance (7 + 8 - 9 -10)**	$ -	$ -	$ -	$ -	$ -	$ 20,320	

Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of Prior Period Adjustments

Reported for the ROPS 13-14A (July 1, 2013 through December 31, 2013) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)

(Report Amounts in Whole Dollars)

ROPS 13-14A Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14A (July through December 2013) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15A (July through December 2014) period will be offset by the SA's self-reported ROPS 13-14A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
		Non-RPTTF Expenditures						RPTTF Expenditures											
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15A Requested RPTTF)	
Item #	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	SA Comments
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 628		$ 628		$ 628	$ 628	
1	2001 Redevel/Loan	-		-		-		-											
2	Required Sales Tax	-		-		-		-		$ -		$ -						$ -	
3	Administrative Costs	-		-		-		-		$ -		$ -	628	-	$ -	628	$ -	$ -	
4	Due Diligence Review	-		-		-		-		$ -		$ -						$ -	

ROPS 13-14A CAC PPA: To be completed by the CAC upon submittal of the ROPS 14-15A by the SA to Finance and the CAC. Note that CACs will need to enter their own formulas at the line item level pursuant to the manner in which they calculate the PPA. Also note that the admin amounts do not need to be listed at the line item level and may be entered as a lump sum.

U	V	W	X	Y	Z	AA	AB
RPTTF Expenditures							
Non-Admin CAC			Admin CAC			Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15A Requested RPTTF)	
Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual	Difference	Net Difference	CAC Comments
		$ -			$ -	$ -	