



## Item No. 15 Town of Atherton

### **CITY COUNCIL STAFF REPORT – CONSENT AGENDA**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: MICHAEL KASHIWAGI, COMMUNITY SERVICES DIRECTOR**

**DATE: SEPTEMBER 18, 2013**

**SUBJECT: CRW STYSTEMS TRAKiT-9 SOFTWARE UPGRADE AGREEMENT  
AND BUDGET AMENDMENT**

#### **RECOMMENDATION**

1. Review the Staff Report and, if appropriate, authorize the City Manager to execute the agreements with CRW Systems to upgrade to TRAKiT 9 Permit Software; and
2. Adopt Resolution No. 13 \_\_\_\_ authorizing a budget amendment of \$25,000 to fund the required upgrades.

#### **BACKGROUND**

At the City Council budget workshop held in May 2013 three goals were identified that are directly impacted by this proposed upgrade. They are:

- Expand the Use of Technology Tools, to include an upgrade to the TRAKiT Permitting Software
- Implement Digitization of Archived Plans & Permit Files
- Expand the Use of Technology Tools in Concert with Increased Use of the Town's Website

This upgrade is a significant first step in accomplishing the goals adopted by Council.

#### **FINDINGS**

The current version of TRAKiT has been used by the Town since 2007. It was first developed around 1998 and is based on technology called Visual Basic. This technology and the current version of the program does not have web capability, is outdated and the Town is one of the few

remaining customers using it. Since the implementation of this software there was an intermediate update to a web-enabled SQL version and currently to a web-hosted version known as TRAKiT 9. This agreement would update the software to the latest TRAKiT 9 skipping the intermediate upgrade.

The web-hosted version will not require the Town to maintain servers and software licensing outside of this agreement except for typical desktop workstations. It operates through a web browser using a URL. The software does not have a capacity restriction that is important to the Town as it moves forward with the goal of digitally archiving plans and permit files. These digital archives will be maintained within the TRAKiT program. The entire system is maintained by CRW in data center that in turn replicates the data to an additional off-site back up.

This update will also be the platform that will allow for the future implementation of expansion modules needed to meet the goals as funding allows:

- eTRACKiT – citizens access portal allowing an interactive web portal to the system with the capability of inspection requests, plan uploads, inspection and plan review status
- MobileTRAK – allows staff to manage and record inspections in the field giving real time results to the customer through eTRACKiT
- eMarkup – integrated paperless plan review management.

This upgrade and the future capability has been discussed at the monthly Development Round Table meetings where the development community supports the technology upgrades that will also benefit them by reducing waste and increase efficiency. In addition, they understood that the new Technology Fee in the Master Fee Schedule would be used to fund upgrades.

The Town currently does not have the technical expertise with the permit software to update the system with the new and revised fees adopted in the Master Fee Resolution. The new fee schedule implements percentage calculations and fees that need to be properly programmed. This agreement includes incorporating the recently adopted Master Fee Schedule into the system. Unlike the current version of TRAKiT, TRAKiT 9 has a fee update interface that would allow future fee updates to be accomplished locally with some training.

Should the Town decide not to upgrade TRAKiT, CRW will continue to support the software but it should be noted that the support costs will be increasing at a significant rate exceeding the annual maintenance costs of new versions and the Town will need to decide how to implement the new Master Fee Schedule.

#### Sole Source Agreement

This agreement is sole source. The vendor is the original proprietary software provider, this is an upgrade to the original software and licensing, and no other vendor can provide an upgrade to this software or implement the new fee schedule within the software.

**FISCAL IMPACT**

The current FY-13/14 budget allocated \$24,750 for the upgrade. The final cost estimates increased \$17,250 to a total of \$41,750 due to the unanticipated costs of rewriting the Visual Basic reports and scripts that were originally written specifically for Atherton. In addition, there will be a cost of up to \$8,000 to program in the new master fees bringing the total cost of the upgrade to \$49,750.

The total cost of \$49,750.00 will be funded out of the ongoing equipment replacement fund set aside for technology upgrades and will not impact the General Fund.

Prepared By:

Approved:

\_\_\_\_\_  
Michael Kashiwagi, P.E.  
Community Services Director

\_\_\_\_\_  
George Rodericks  
City Manager

**ATTACHMENTS**

Software Maintenance and Support Agreement  
Professional Services Agreement for Software Hosting and Maintenance  
Resolution No. 13- , Authorizing a Budget Amendment

**RESOLUTION NO. 13-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
APPROVING BUDGET AMENDMENT  
FOR FY 2013/14 (SOFTWARE UPGRADES)**

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**WHEREAS**, it is in the best interest of the citizens of the Town of Atherton that the Fiscal Year 2013-2014 Operating Budget be amended as set forth in Exhibit A, attached hereto and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the Town of Atherton does hereby approve an amendment to the FY 2013-14 Town Budget to enact the changes identified on Exhibit A attached hereto.

**PASSED AND ADOPTED**, at a meeting of the City Council of the Town of Atherton held on the 18<sup>th</sup> day of September, 2013 by the following vote:

Councilmembers:    AYES:  
Councilmembers:    NOES:  
Councilmembers:    ABSENT:

\_\_\_\_\_  
Elizabeth Lewis, MAYOR  
Town of Atherton

ATTEST:

\_\_\_\_\_  
Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William B. Connors, City Attorney

**EXHIBIT A**

**Town of Atherton  
Budget Amendment Request**

**Transfer \$25,000**

**From:**

**2013/2014 Equipment Replacement Fund (610) Reserves**

**To:**

**Account 610-25-57006-025**

## SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TOWN OF ATHERTON, (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 MERCHANTABILITY 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
George Rodericks City Manager, Town of Atherton 91 Ashfield Road Atherton CA 94027 Phone: (650) 752-0504 Email: grodericks@ci.atherton.ca.us	Nathan Hershkowitz Vice President, CRW Systems, Inc. 2036 Corte Del Nogal, Suite 200 Carlsbad, CA 92011 Phone: (858) 451-3030 Email: nathan@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 CALIFORNIA. Venue for the enforcement of this agreement shall lie exclusively in SAN MATEO 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 SAN MATEO 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 October 1, 2013.

Town of Atherton

CRW SYSTEMS, INC.  
Carlsbad, California

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
Nathan Hershkowitz, President  
CRW Systems, Inc.

## EXHIBIT A

### COVERED SITES, SOFTWARE MODULES AND CONFIGURATION

#### A. COVERED SITES

This Agreement covers the following CLIENT sites

91 Ashfield Road  
Atherton CA 94027

#### 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, AEC TRAK, LandTRAK, Reports.

#### C. COVERED CONFIGURATION

This Agreement covers the following configuration:

5 Simultaneous User and 0 Observer licenses of Covered Software purchased by CLIENT and installed on Unlimited workstations. (Platform support Windows 7 Operating System)

**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.

**QUARTERLY FEE PAYMENT SCHEDULE**

	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>Total</b>
<b>YEAR 1</b>	07/01/2014	10/01/2014	01/01/2015	04/01/2015	\$18,000.00
	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	
<b>YEAR 2</b>	07/01/2015	10/01/2015	01/01/2016	04/01/2016	\$18,540.00
	\$4,635.00	\$4,635.00	\$4,635.00	\$4,635.00	
<b>YEAR 3</b>	07/01/2016	10/01/2016	01/01/2017	04/01/2017	\$19,096.00
	\$4,477.40	\$4,477.40	\$4,477.40	\$4,477.40	
<b>YEAR 4</b>	07/01/2017	10/01/2017	01/01/2018	04/01/2018	\$19,669.00
	\$4,917.25	\$4,917.25	\$4,917.25	\$4,917.25	
<b>YEAR 5</b>	07/01/2018	10/01/2018	01/01/2019	04/01/2019	\$20,259.00
	\$5,064.75	\$5,064.75	\$5,064.75	\$5,064.75	

The start date of the first Quarter is based on the current TRAKiT Software Maintenance due date of July 01.

# PROFESSIONAL SERVICES AGREEMENT

## FOR SOFTWARE HOSTING and MAINTENANCE

### COMMUNITY DEVELOPMENT SOFTWARE SOLUTION

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TOWN OF ATHERTON, CALIFORNIA (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for professional services as specifically provided herein (hereafter referred to as "the Project").

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

#### A. SCOPE OF SERVICES

##### A.1. PROJECT DESCRIPTION:

The Project is more specifically defined as follows: CRW will provide TRAKiT software access and related services ("Application Services") as described in Exhibit A.

##### A.2. AGREEMENT CONTENTS:

This Agreement includes the following Exhibits:

Exhibit A.	Scope of Services
Exhibit B.	Project Milestone and Payment Schedule
Exhibit C.	Project Cost Summary and Payments
Exhibit D.	Reports and Scripts
Exhibit E.	Town of Atherton Fee Schedule

##### A.3. COMMENCEMENT DATE:

**A.3.1.** The commencement date for the services to be provided by CRW shall be the date upon which CRW is in receipt of all of the following: (a) a fully executed original of this Agreement, (b) written notice to proceed provided by CLIENT. CRW shall not be obligated to perform any work pursuant to the Project, including labor or materials, prior to the commencement date as defined herein.

**A.2.2.** The time schedule provided in Exhibits A and B are based in large part on the assumption that CLIENT will provide all necessary information to CRW in a timely manner.

#### B. DUTIES AND RESPONSIBILITIES OF CRW

##### B.1. SCOPE OF SERVICES:

**B.1.1.** After the commencement date, CRW shall perform the following services:

- (1) Create User Profile and database for Application Services.
- (2) Provide necessary URL links to CLIENT for access to Application Services.
- (2) Provide data conversion of CLIENT'S existing data and incorporate data into CRW system, as described in Exhibits A and B.
- (3) Provide CLIENT training, as described in Exhibits A.
- (5) Provide remote access support during and after implementation. CLIENT will provide local workstation with remote connection and appropriate remote access software.

**B.1.2.** CRW shall configure software and database, and shall provide all services in a workmanlike manner in accordance with the Scope of Services, subject to the terms and conditions as stated in the Agreement. Any additional services must be evidenced by a written modification of this Agreement, or change request pursuant to Section C of the Agreement. Services to be provided do not include hardware.

**B.2. HOSTING and SUPPORT SERVICES:**

CRW shall provide the following maintenance and support services to CLIENT.

Hosting fees are payable at the beginning of each calendar quarter (January 1, April 1, July 1, October 1) for the subsequent 3 month period. CRW shall provide the following hosting services.

- B.2.1.** TRAKiT software modifications to correct bugs or errors that are reported to CRW by CLIENT.
- B.2.2.** TRAKiT software updates that are posted from time to time by CRW on web site (www.crw.com).
- B.2.3.** Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).
- B.2.4.** Technical support via web form on CRW web site (www.crw.com).
- B.2.5.** TRAKiT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.
- B.2.6.** CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

**B.3. 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.

**B.4. SERVICE LEVEL AGREEMENT:**

The purpose of this Service Level Agreement (SLA) is to ensure that the proper commitments are in place to provide consistent IT service support and delivery to CLIENT by CRW. This SLA is valid from the effective date of this contract and is valid until further notice.

**B.4.1. Service Availability**

Coverage parameters specific to the services outlined herein are as follows:

- B.4.1.1.** Telephone and Email support is available during normal operating hours between 5:00 AM to 5:00 PM (PST) Monday through Friday. Calls received out of office hours will be received by CRW's automated messaging system and best efforts will be made to take action to any after-hours requests.
- B.4.1.2.** Emails received outside of normal operating hours will be collected, however, no action can be guaranteed until the next working day.

**B.4.2. Remedial Support**

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

- B.4.2.1.** 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.4.2.2.** 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.

**B.4.2.3.** 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 4 problems within 15 days or at the next scheduled maintenance release, whichever occurs first.

**B.4.2.4.** 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.

**B.4.2.5.** 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.4.3. Hosting Environment**

CRW provides hosting services through the RackSpace Cloud Server solution. At any time, CRW may change hosting providers. Advanced notice will be provided to CLIENT prior to switching hosting provider.

- (1) RackSpace offers a 99.9% uptime guarantee for all Cloud Server environments. The environment provided to CLIENT may be shared by other agencies.
- (2) CRW compiles daily database, image, document, and custom report backups of CLIENT environment. Daily backups are stored for seven (7) calendar days on a separate server maintained by CRW.
- (3) In the event of data corruption or system failure, CLIENT must notify CRW of the event. CRW can utilize one of the daily backups for recovering any data lost up until the point of the last daily backup.
- (4) Archived backups will be maintained monthly for 3 months providing 3 archived backups.
- (5) CRW will provide two (2) separate environments to CLIENT. All updates and releases will be deployed to the CLIENT's TEST environment with notification sent to the CLIENT's representative. Once an update is reviewed by CLIENT, formal notification must be sent to CRW to deploy the update or release to the LIVE system. Testing is the responsibility of CLIENT prior to roll-out among all users.

#### **B.4.4. Security**

CRW outsources security to RackSpace for maintaining data and access to the Cloud Server environment.

- (1) RackSpace Cloud Servers are maintained in an undisclosed data center location.
- (2) CLIENT must obtain an SSL certificate should a higher level of encryption be required by CLIENT.

#### **B.4.5. Batch Import Routine/Interfaces**

Should CLIENT require updates to the CRW database maintained in the hosted environment, the following parameters are used for deploying or updating data on a regular schedule.

- (1) CLIENT is responsible for maintaining GIS data in an ESRI supported environment. CRW does not maintain any GIS layers within TRAKiT. CRW will use CLIENT's GIS parameters to display information within CRW's TRAKiT application.

- (2) Batch file exchanges with CLIENT's financial application will occur once daily. End of day batch files can be automated from TRAKiT to an FTP site for download and use within CLIENT's financial application.
- (3) Updating data stored within TRAKiT from a central land record system can be automated into GeoTRAK. CLIENT must upload a copy to CRW's FTP site and notify CRW of the file. CRW will incorporate this land data into TRAKiT one (1) time annually as part of this agreement.

**C. DUTIES & RESPONSIBILITIES OF CLIENT**

**C.1. INFORMATION TO BE PROVIDED BY CLIENT:**

- C.1.1.** CLIENT will provide all information necessary for CRW to establish the TRAKIT control files, including but not limited to:
  - (1) Current valuation and fee structures
  - (2) Current activity types (permit, project, license, and/or code case) designations and categories.
  - (3) Any exceptions to the typical processes, or any special processing requirements.
- C.1.1.** CLIENT will provide all current reports, forms, and existing TRAKiT. VB data.
- C.1.2.** The CLIENT will provide CRW with access to CLIENT workstations as needed for technical support or assistance.
- C.1.3.** The CLIENT will ensure and provide that staff who will be trained in the use of CRW software will have sufficient basic knowledge of permit processing and MS-Windows functions.
- C.1.4.** CLIENT workstations must be compatible with Internet Explorer 9+.

**C.2. CLIENT COOPERATION:**

- C.2.1.** CLIENT understands that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to CRW necessary to complete the project, including, but not limited to: (a) Data obtained from CLIENT'S present system to be incorporated into the new CRW system; and (b) information relative to desired permit forms to be incorporated into the CRW system.

**D. COMPENSATION**

**D.1. CRW COMPENSATION & FEES:**

CLIENT agrees to compensate CRW for professional services rendered under this Agreement for the total initial contract price of **\$49,750.00 plus Quarterly Hosting Fees as defined in Exhibit C**, which amount shall include all labor and materials associated with this Project as specified in Exhibit C "Project Cost Summary". Total Contract Price does not include any changes to the work as may be requested by CLIENT and incorporated into the project pursuant to a written request by CLIENT as provided in section E of this Agreement.

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

**D.2. TERMS OF COMPENSATION:**

CRW will submit invoices for work performed according to the payment schedule shown in Exhibit B "Project Milestone and Payment Schedule."

**E. CHANGES AND ADDITIONS TO THE WORK**

**E.1 REQUIREMENTS OF WRITTEN CHANGE ORDERS:**

CLIENT may request CRW to perform additional services not covered by the specific Scope of Work as set forth in Exhibit A of this Agreement. Any such requests shall be submitted in writing, and shall be signed by the CLIENT Representative, as identified in I1.1 of this Agreement, and an authorized representative of CRW. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services. Any such requests signed by the CLIENT Representative or other authorized agent of CLIENT, shall be deemed authorized by CLIENT and shall bind CLIENT to its terms.

**E.2. PAYMENT FOR ADDITIONAL WORK:**



Any such additional work performed by CRW shall be added to the contract price and billed in accordance with the "Project Cost Summary" as outlined in Exhibit D of this Agreement. CRW will not commence any additional services for the CLIENT until written authorization has been given by CLIENT and approved by CRW, as provided above.

**E.2. PAYMENT FOR ADDITIONAL WORK:**

CRW will not commence any additional services for the CLIENT until written authorization has been given by CLIENT and approved by CRW, as provided above.

**F. INDEMNIFICATION AND INSURANCE**

**F.1. INDEMNIFICATION:**

**F.1.1.** CRW shall indemnify, defend and hold harmless CLIENT from and against any claims, based upon infringement of any United States copyright trademark or patent by the Software. CLIENT agrees to notify CRW of any such claim promptly in writing. CLIENT agrees to cooperate fully with CRW during such proceedings. CRW shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, CRW may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

**F.2. INSURANCE:**

CRW shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of CRW or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

CRW shall furnish to the Town of Atherton an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage's required by this contract prior to the commencement of any work.

**F.2.1. Commercial General Liability Insurance (CGL)**

**F.2.1.1.** Commercial General Liability Insurance (CGL) shall be provided on an Occurrence Form with coverage limits as shown in this section below. Claims-made coverage and Modified occurrence forms are unacceptable.

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$3,000,000
Products/Completed Operations Limit:	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000

**F.2.1.2.** CRW shall endorse the CGL to include the Town of Atherton as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.

**F.2.1.3.** CRW's insurance shall be primary and not excess to, or contributory with any insurance coverage provided by the Town of Atherton. CRW's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.

**F.2.1.4.** CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

**F.2.2. Worker's Compensation/Employers Liability Insurance**

**F.2.2.1.** CRW and its subcontractors are required to purchase and maintain in force worker's compensation coverage and employer's liability coverage at the following limits:

Worker's Compensation Coverage	Statutory Limits
Federal Acts Coverage (if applicable)	Statutory Limits
Employers Liability Insurance	
Each Occurrence Limit	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

**F.2.2.2.** If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of CRW or its subcontractors under the U.S. Longshoremen and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, CRW shall ensure that proper coverage is purchased and maintained.

**F.2.2.3.** CRW and all Subcontractors shall endorse the Worker’s Compensation coverage to provide a “waiver of subrogation” in favor of the Town of Atherton.

**F.2.3. Commercial Automobile Liability Coverage**

Commercial Automobile Liability Coverage shall be provided as Combined Single Limit \$2,000,000. Automobile Liability coverage shall include coverage for owned, non-owned and hired automobiles and be endorsed naming the Town of Atherton as an additional insured.

**F.2.4. Professional Liability Coverage**

Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000.

**G. TERMINATION**

**G.1. TERMINATION OF AGREEMENT**

**G.1.1.** This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to CRW. Notwithstanding the date of such notice, termination shall be effective upon receipt by CRW of such notice of termination. In the event of termination by CLIENT, CLIENT shall pay CRW for all services and materials provided to CLIENT pursuant to this Agreement up to and including the date of receipt by CRW of notice of termination.

**G.1.2.** Any use by CLIENT of any CRW software or services after termination of this agreement by CLIENT without the express written authorization of CRW shall be a breach of this agreement and subject CLIENT to substantial damages.

**G.1.3.** Should CLIENT cancel project prior to the end of the Cost Summary Schedule outlined herein, all fees are payable for future years of licensing.

**H. OWNERSHIP OF DOCUMENTS**

**H.1. OWNERSHIP OF DOCUMENTS:**

**H.1.1.** All plans, specifications, reports, and other design documents prepared by CRW pursuant to this Agreement shall become property of CLIENT only after completion of the Project.

**H.1.2.** All source code for computer programs or modifications to programs, which are produced or used pursuant to this Agreement shall be deemed, and remain, the intellectual property of CRW and are protected under the copyright, patent, or other laws, of the United States as well as other jurisdictions where such programs are being used.

**I. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES**

All communication relating to project status shall be exchanged between a designated representative of the CLIENT and a designated representative of CRW as identified below.

**I.1. DESIGNATED CONTRACT REPRESENTATIVES:**

**I.1.1.** The designated representative of CLIENT and CRW Systems is as follows:

CLIENT	CRW
George Rodericks City Manager, Town of Atherton 91 Ashfield Road Atherton CA 94027 Phone: (650) 752-0504 Email: grodericks@ci.atherton.ca.us	Nathan Hershkowitz Vice President, CRW Systems, Inc. 2036 Corte Del Nogal Suite 200 San Diego, CA 92011 Phone: (858) 451-3030 Email: nathan@crw.com

**I.1.2.** If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

**I.2 DESIGNATED SYSTEM ADMINISTRATOR:**

**I.2.1.** The CLIENT Representative shall identify and designate System Administrators. All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or troubleshooting, shall be made to CRW only through either the designated representative of CLIENT as identified in I.1.1 above, or the System Administrators as identified below.

**I.2.2.** The System Administrators shall participate in all training sessions conducted by CRW as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system software. (It is highly recommended that the designated System Administrators be someone with experience and competence with personal computers.)

**I.2.3.** The System Administrator for CLIENT is designated as follows:  
Name: Bret Hale

**J. MISCELLANEOUS GENERAL PROVISIONS**

**J.1. LICENSES:**

CRW shall obtain and maintain all business licenses as may be required by law.

**J.2. STATUS OF CRW AS CONSULTANT:**

Throughout the term of this Agreement, CRW, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and CRW.

**J.3. MEDIATION OF DISPUTES:**

Prior to the commencement of any litigation arising out of this Agreement, both CRW and CLIENT agree to participate in good faith in non-binding mediation of any dispute or claim, which remains unresolved after informal discussions. Both CRW and CLIENT shall negotiate in good faith to select a qualified mediator.

**J.4. 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.

**J.5. APPLICABLE LAW:**

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of California. Venue for the enforcement of this agreement shall lie exclusively in Atherton, 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 San Mateo, California, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

**J.6. 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.

**J.7. 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 have 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.

**J.8. WARRANTY ON TITLE:**

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.

**J.9. ENTIRE AGREEMENT:**

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

**J.12. 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 October 1, 2013.

TOWN OF ATHERTON, CA

CRW SYSTEMS, INC.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
George Rodericks, City Manager

By: \_\_\_\_\_  
Nathan Hershkowitz, Vice President

## EXHIBIT A

### PROJECT SCOPE OF SERVICES

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

**A. Provide URL for access to computer software (TRAKiT).**

The following CRW Systems software is currently licensed by the TOWN OF ATHERTON, CA. URL and other instructions for accessing software services will be provided. No software license or tangible software product is provided to CLIENT under this Agreement.

**B.1. TRAKiT Core Suite for web-based access by City Staff**

TRAKiT core suite includes the following modules: GeoTRAK, PermitTRAK, ProjectTRAK, CodeTRAK, Workspace, and Land Data Import scripts.

**B. Provide data conversion services. (Optional service not included in this Agreement)**

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.

**C. Provide software training.**

Deliverable: Provide End-User Training System Administrator training Report Writing training is not included in this Agreement.

Conduct two (2) days of on-site, hands-on End User training at CLIENT office. Class size is limited to eight (8) students per day.

CLIENT will provide classroom space, workstations, and networked access for all remote sessions for students at CLIENT facilities.

**D. Provide Project Implementation services.**

Deliverable: Provide software installation and setup for CLIENT. CLIENT agrees to provide all necessary custom report and custom form definitions to CRW within thirty (30) days of project commencement date. TRAKiT standard reports will be provided. See Exhibit D.

Fee Schedule Setup, if approved by Council CRW will be setting up the Town's newly adopted Fee Schedule, which contains the fees for Planning, Building and Engineering Departments. See Exhibit E.

**E. Additional Optional Services.**

Training (Remote)	\$ 150.00 / hr.
Training (Onsite)	\$2,500.00 / day including travel costs
Report Development	\$ 150.00 / hr.
Custom Programming	\$ 175.00 / hr.
Data Conversion Services	\$ 150.00 / hr.

**F. Additional Provisions.**

- a. All proposed implementation services, except for meetings as specified herein, are conducted offsite.
- b. Each quarterly invoice for hosting services shall include a remote link for access to a backup copy of the CLIENT data.

**EXHIBIT B**

**PROJECT MILESTONE AND PAYMENT SCHEDULE**

<b>Task</b>	<b>CLIENT Responsibilities</b>	<b>CRW Responsibilities</b>	<b>Target Date</b>
<b>1. Contract Execution / Notice to Proceed</b>	CLIENT signs contract and provides Notice to Proceed.	CRW signs final contract.	September 2013
<b>2. First Payment Due \$15,000.00</b>	Customer provides 1 <sup>st</sup> payment.		September 2013
<b>3. Project Hand-Off Call</b>	CLIENT reviews and sets initial Project Timeline dates with CRW.	CRW & CLIENT review Project Timeline; CRW provides URL link to demo database	September 2013
<b>4. Software Installation</b>		CRW installs all TRAKiT software on hosted servers.	October 2013
<b>5. Configuration Delivery</b>	CLIENT will attend the demonstration of the delivery.	CRW installs and demonstrates configured system with various Departments via remote access.	October 2013
<b>6. Second Payment Due \$15,000.00</b>	CLIENT provide 2 <sup>nd</sup> Payment		October 2013
<b>7. System Acceptance Testing Begins</b>	CLIENT "System Acceptance" Users tests software configuration; CLIENT notifies CRW of desired changes.	CRW receives change requests from CLIENT and makes necessary revisions.	October 2013
<b>8. Initial Delivery Revisions</b>	CLIENT delivers revision list to CRW.	CRW receives review comments from CLIENT and begins adjusting configured system.	October 2013
<b>9. Final Delivery</b>	CLIENT reviews final items submitted.	CRW installs modified system.	October 2013
<b>10. System Acceptance Testing Ends</b>	CLIENT approves final system before User Training commences.		October 2013
<b>11. End User Training</b>	CLIENT provides meeting space for up to eight (8) staff.	CRW provides remote training;	Dates TBD
<b>12. Go Live</b>	CLIENT Goes Live with TRAKiT, MobileTRAK and eTRAKiT.	CRW provides Go Live support onsite.	October 2013
<b>13. Third Payment Due \$11,750.00</b>	CLIENT provides 3rd payment for services.		October 2013
<b>14. Delivery of Fee Schedule \$ 8,000.00</b>	CLIENT provides final payment.		October 2013
<b>15. Quarterly Hosting Fee Due \$4,500 (for period Oct-Dec 2013)</b>			October 2013

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

## EXHIBIT C

### PROJECT COST SUMMARY

1. TRAKiT 9 Software	No Charge
2. Software Setup	\$ 2,500.00
3. Annual Software Maintenance ( <b>pro- rated amount 1<sup>st</sup> Year only</b> )	\$18,000.00
4. Data Conversion	\$ 5,000.00
5. Report/ Document Conversion (Exhibit D)	\$20,000.00
6. User Training	\$ 5,000.00
7. Travel Expenses	\$ 2,500.00
8. Fee Schedule Setup (Exhibit E)	<u>\$ 8,000.00</u>
	<b>\$61,000.00</b>
 TRAKiT Annual Maintenance Paid on 7/25/13	 -\$11,250.00
	 <b>Total     \$49,750.00</b>

### PROJECT PAYMENT SCHEDULE

1. At Signing	\$15,000.00
2. Initial Delivery	\$15,000.00
3. Go Live	\$11,750.00
4. Delivery of Fee Schedule	\$ 8,000.00

**Exhibit D**

**REPORTS AND SCRIPTS**

<b>Standard Reports</b>				
	<b>Comments</b>	<b>Cost</b>	<b>Initial</b>	<b>Date Delivered</b>
<b>ACCOUNTING</b>				
1. ACCT 95				
2. ACCT 131				
3. ACCT 180				
4. ACCT 185				
<b>PERMIT</b>				
5. PERM 50				
6. PERM 130FS				
7. PERM 139				
8. PERM 140				
9. PERM 190				
10. PERM 195				
11. Permit Tree				
12. Permit Details				
<b>PROJECT</b>				
13. PROJ 115				
14. PLAN 11				
15. PLAN 12				
<b>AEC</b>				
16. AEC 120				
<b>INSPECTIONS</b>				
17. INSP 10				



18. INSP 12				
19. INSP 31				
20. INSP 60				
<b>CODE</b>				
21. CODE 11				
22. CODE 21				
23. CODE 31				
<b>TOTAL COST</b>		<b>\$0</b>		

<b>Custom Reports</b>				
	<b>Comments</b>	<b>Cost</b>	<b>Initial</b>	<b>Date Delivered</b>
1. ATHERTON PERM110				
2. ATHERTON PERM25	SMIP REPORT			
3. ATHERTON PERM15	SMIP REPORT			
4. ATHERTON BLDDEP				
5. ATHERTON PARCEL TREE				
6. Atherton Permit				
7. Atherton Tree Permit				
8. Atherton PW Permit				
9. ACCT 91	Add Applicant Name to Report			
10. PROJ 15	Add the site address under the project number.			
11. PERM 171	Revise to pull all permits base on the status regardless of expiration date.			
12. Expiration Notice	Word Document			
<b>TOTAL COST</b>		<b>\$10K</b>		

<b>Custom Scripts</b>				
	<b>Comments</b>	<b>Cost</b>	<b>Initial</b>	<b>Date Delivered</b>
1. LandTRAK Update	IMPORT FROM San Mateo County Assessor	2.5K		
2. ATHERTON TO SMC	EXPORT TO SAN MATEO COUNTY	2.5K		
3. ATHERTON EXPORT REFUNDS	ATHERTON EXPORT FOR FINANCE (REFUNDS ONLY)	2.5K		
4. ATHERTON SPRINGBROOK EXPORT	ATHERTON SPRINGBROOK EXPORT (WITH REFUNDS)  Add the owner and site address in the export description field, which can be truncated to the first 10 characters of each.	2.5K		
<b>TOTAL COST</b>		<b>\$10K</b>		

Exhibit E

TOWN OF ATHERTON FEE SCHEDULE

**Appendix B: Planning Fees**

			Unit Cost Summary	
Service Location	Fee Name	Unit	Current Fee / Deposit	2013-2014 Fee
<b>A PLANNING FEES</b>				
PL_	Conditional Use Permit/Special Structure Permit		\$ 2,000	\$ 2,600
PL_	Variance		\$ 2,000	\$ 2,600
PL_	Heritage Tree Removal Permit		\$ 2,000	\$ 2,000
PL_	Exception Review		\$ 2,000	
PL_	Excessive Height		\$ 2,000	
PL_	Lot Line Redesignation		\$ 2,000	\$ 2,600
PL_	Lot Line Adjustment		\$ 2,500	\$ 1,500
PL_	Tentative Parcel Map		\$ 2,500	\$ 2,600
PL	Final Parcel Map		\$ 2,500	
PL	Appeal		\$ 750	
PL	School Master Plan		\$ 750	
PL_	Initial Review/Negative Declaration		\$ 2,000	\$ 2,000
PL_	Zoning Ordinance Amendment		\$ 2,500	\$ 5,000
PL_	General Plan Amendment		\$ 2,500	\$ 5,000
PL_	Zoning Review for Home Occupation Business		\$ 81	\$ 95
PL	Pre-Application Review			
PL_	Street Easement Vacation			\$ -
PL_	Code Enforcement - Administrative (Penalty)			\$ 949
PL_	Initial Review (2 reviews for fee amount; additional			
PL_	a. Fence	Per app	\$ 157	\$ 160
PL_	b. Accessory Structures (includes pools)	Per app	\$ 314	\$ 450
PL_	c. Accessory Buildings	Per app	\$ 637	\$ 950
PL_	d. Additions	Per app	\$ 798	\$ 975
PL_	e. New Construction	Per app	\$ 1,282	\$ 1,400
PL_	Revisions to Previously Approved Plans			
PL_	Technology Surcharge (upgrade and maintain			
<b>POSITION HOURLY RATES</b>				
	Town Planner:	Hourly	\$ 225	
	Deputy Town Planner:	Hourly	\$ 177	
	Senior Planner:	Hourly	\$ 168	
	Associate Planner:	Hourly	\$ 135	
	Administrative Staff:	Hourly	\$ 119	
	Composite Rate for Fee Setting:	Hourly	\$ 161	

# Appendix C: Building Fees

Fee Name	Unit	Unit Cost Summary	
		Current Fee/ Revenue	2013-2014 Fee
<b>Flat Fees</b>			
			0.00%
			0.00%
			0.00%
			0.00%
<b>Permitted Value of Construction</b>			
New Habitable Construction	Valuation base: per SF	\$ 350	\$ 350
Remodeled Habitable Construction	Valuation base: per SF	\$ 300	\$ 300
New or Remodeled Non-Habitable Construction	Valuation base: per SF	\$ 200	\$ 125
Valuation - non defined project	Valuation base	\$ 1	\$ 1
Non-habitable construction: ie. Patio covers & gazebos (> 1000 Sq Ft or attached to new construction)	Valuation base: per SF	\$ 100	\$ 100
<b>Flat Fees**</b>			
Swimming pools (first 1000 sf )	Plan check and inspection	\$ 1,800	\$ 1,095
Swimming pools (Over 1000 sf)	Plan check and inspection	\$ 2,200	\$ 1,313
Patio covers & gazebos (up to 1000 Sq Ft)	Plan check and inspection	\$ 1,900	\$ 813
Drive way gates	Plan check and inspection	\$ 1,500	\$ 661
Non Habitable new pool house including cabanas (up to and including 1500 sf)	Plan check and inspection	\$ 3,400	\$ 1,336
<b>Other Building (Flat) Fees</b>			
Plumbing, Mechanical, Electrical (MP&E) Permit (single inspection)		\$ 100	\$ 143
MP&E each additional inspection			\$ 97
MP&E plan check (min .5 hour)			\$ 88
Demolition Permit Fee		\$ 200	\$ 286
Landscape Screening Permit Fee		\$ 250	\$ 389
Water Well Permit Fee		\$ 500	\$ 397
Solar Panels Permit Fee *		\$ 250	\$ 500
Heritage Tree Removal - Staff Level (First Tree)		\$ 100	\$ 261
Heritage Tree Removal - Staff Level (Each Additional Tree)		\$ 38	\$ 103
Excavation Permit		\$ 457	
Plan check revision Fee (1 hour min)	Hourly	\$ 54	\$ 198.00
Address Change		\$ 250	\$ 275.00
Property Search (plus photocopying and/or printing posts and excludes public records searches)	Hourly	\$ 20	\$ 92.00
Reactivation of an Expired Permit (Up to One-Half the Amount Required for a New Permit for Such Work)			(Up to One-Half the Amount Required for a New Permit for Such Work)
Code Enforcement - Administrative (Penalty)	Hourly		
Second Utility Deposit (Ordinance 15.04.040)		\$ 5,000	\$ 5,000
Landscape Screening Deposit (Ordinance 17.50.060)		\$ 5,000	\$ 5,000
Temporary Occupancy Deposit:			\$ 5,000
		\$ 5,000	\$ 176
Administrative Fee (TOC)		\$ 152	\$ 176
Excavation Road Deposit (Ordinance 15.04.045)		\$ 5,000	\$ 5,000
Recycled Deposit			\$1000 Min & \$500 Min for reroof permits

Reinspection and additional inspections exceeding the normal number of inspections	T&M	\$ 54	\$ 120
Unusual custom projects not reflected in the fee schedule	T&M		
Technology surcharge (to fund updates and new acquisition of permit systems and digital storage of plans) (3.3% of fee)			3.30%

Unit Cost Summary			
Fee Name	Unit	Current Fee / Revenue	2013-2014 Fee
Storm water compliance review/inspection	T&M	\$ 500	\$ 500
Tree protection verification (deposit) + COP	T&M	\$ 2,500	\$ 2,500
Tree protection administration for flat fee permits (initial inspection)			\$ 229
Tree protection administration for flat fee permits (full inspection)			\$ 573
Surcharge for General Plan Maintenance and Update (2.0%)			2%
Reroofing < 5000SF	Per app		\$ 328
Reroofing > 5000SF	Per app		\$ 458
Reroofing requiring additional inspections	Per insp.		\$ 130
Reroofing requiring plan check (min one hour)	Per PC		\$ 176
SMIP Fee (State Mandate)			Residential: valuation amount X 0.0001 Commercial: valuation Amount X 0.00021
Building Standards Administration Special Revolving Fund ( Senate Bill No. 1473 State Mandate)			Permit Valuation: \$1-25,000 = \$1; \$25,001-50,000 = \$2; \$50,001 - 75,000 = \$3; \$75,001 - 100,000 = \$4; Every \$25,000 or fraction thereof above \$100,000 = Add \$1

\* State mandated limit of \$500

\*\* Current fee = comparable average current valuation based fee

Table for 10.43% increase

Total Valuation	Building Permit Fee	Plan Review Fee
\$1.00 to \$500	\$24.70	65% of Building Permit Fee
\$501 to \$2,000	\$25.95 for the first \$2,000, plus \$3.37 for each additional \$1,000, or fraction thereof, to and including	65% of Building Permit Fee
\$2,001 to \$25,000	\$76.47 for the first \$2,000, plus \$15.46 for each additional \$1,000, or fraction thereof, to and including \$25,000	65% of Building Permit Fee
\$25,001 to \$50,000	\$432.06 for the first \$25,000, plus \$11.15 for each additional \$1,000, or fraction thereof, to and including	65% of Building Permit Fee
\$50,001 to \$100,000	\$710.89 for the first \$50,000, plus \$7.73 for each additional \$1,000, or fraction thereof, to and including \$100,000	65% of Building Permit Fee
\$100,001 to \$500,000	\$1,097.40 for the first \$100,000, plus \$6.18 for each additional \$1,000, or fraction thereof, to and including \$500,000	65% of Building Permit Fee
\$500,001 to \$1,000,000	\$3571.03 for the first \$500,000, plus \$5.25 for each additional \$1,000, or fraction thereof, to and including \$1,000,000	45% of Building Permit Fee
1,000,001 and up	\$6,193.74 for the first \$1,000,000, plus \$4.03 for each additional	45% of Building Permit Fee

## Appendix D: Engineering Fees

Service Location	Fee Name	Unit	Unit Cost Summary	
			Current Fee / Revenue	2013-2014 Fee
Eng_	<b>Encroachment Permits</b>			
Eng_	<b>Class A - One Inspection Required:</b>	Per app		
Eng_	Driveway Connection to Street:	Per app	\$ 266	\$ 211
Eng_	Additional Plan Check	Per app	\$ 133	\$ 48
Eng_	Additional Inspection	Per app	\$ 133	\$ 71
Eng_		Per app		
Eng_	<b>Class B - Two Inspections Required:</b>	Per app		
Eng_	Driveway Connection to Street:	Per app	\$ 465	\$ 281
Eng_	Additional Plan Check	Per app	\$ 199	\$ 48
Eng_	Additional Inspection	Per app	\$ 133	\$ 71
Eng_		Per app		
Eng_	<b>Class C - Three or More Inspections Required:</b>	Per app		
Eng_	Driveway Connection to Street - Asphalt/Pavers:	Per app		
Eng_	Without Driveway Culvert (up to 3 inspections)	Per app	\$ 665	\$ 352
Eng_	Additional Plan Check	Per app	\$ 266	\$ 48
Eng_	Additional Inspection	Per app	\$ 133	\$ 71
Eng_		Per app		
Eng_	With Driveway Culvert (up to 4 inspections)	Per app	\$ 864	\$ 438
Eng_	Additional Plan Check	Per app	\$ 332	\$ 63
Eng_	Additional Inspection	Per app	\$ 133	\$ 71
Eng_		Per app		
Eng_	Driveway Connection to Street - Concrete:	Per app		
Eng_	Without Driveway Culvert (up to 4 inspections)	Per app	\$ 864	\$ 438
Eng_	Additional Plan Check	Per app	\$ 332	\$ 63
Eng_	Additional Inspection	Per app	\$ 133	\$ 71
Eng_		Per app		
Eng_	With Driveway Culvert (up to 5 inspections)	Per app	\$ 997	\$ 509
Eng_	Additional Plan Check	Per app	\$ 332	\$ 63
Eng_	Additional Inspection	Per app	\$ 133	\$ 71
Eng_	<b>Class D - Public Right of Way</b>	Per app		
Eng_	Right-of-Way Landscaping, Fence, Etc. - Minor Construction (up to 2 inspections)	Per app	\$ 199	\$ 284
Eng_	Additional Plan Check	Per app	\$ 66	\$ 96
Eng_	Additional Inspection	Per app	\$ 133	\$ 96
Eng_		Per app		
Eng_	Right-of-Way Landscaping, Fence, Etc. - Standard (up to 2 inspections)	Per app	\$ 399	\$ 379
Eng_	Additional Plan Check	Per app	\$ 133	\$ 96
Eng_	Additional Inspection	Per app	\$ 133	\$ 96
Eng_		Per app		
Eng_	Connection to Storm Drain or Atherton Channel:	Per app		
Eng_	a. In Pavement	Per app	\$ 1,197	\$ 471
Eng_	Additional Plan Check	Per app	\$ 399	\$ 96
Eng_	Additional Inspection	Per app	\$ 133	\$ 71
Eng_		Per app		
Eng_	b. Outside Pavement	Per app	\$ 864	\$ 400
Eng_	Additional Plan Check	Per app	\$ 399	\$ 96
Eng_	Additional Inspection	Per app	\$ 133	\$ 71
Eng_		Per app		

			Unit Cost Summary	
Service Location	Fee Name	Unit	Current Fee/Revenue	2013-2014 Fee
Eng	<b>Encroachment Permits</b>			
Eng	Utility - Minor (One Inspection Required):	Per app	\$ 266	\$ 259
Eng	Additional Plan Check	Per app	\$ 133	\$ 48
Eng	Additional Inspection	Per app	\$ 133	\$ 71
Eng		Per app		
Eng	Utility Connect/Disconnect:	Per app		
Eng	a. In Pavement	Per app	\$ 864	\$ 352
Eng	Additional Plan Check	Per app	\$ 266	\$ 48
Eng	Additional Inspection	Per app	\$ 133	\$ 71
Eng		Per app		
Eng	b. Outside Pavement	Per app	\$ 665	\$ 281
Eng	Additional Plan Check	Per app	\$ 266	\$ 48
Eng	Additional Inspection	Per app	\$ 133	\$ 71
Eng		Per app		
Eng	Utility Main:	Per app		
Eng	a. In Pavement	Per app	\$ 598	\$ 471
Eng	Additional Plan Check	Per app	\$ 665	\$ 96
Eng	Additional Inspection	Per app	\$ 133	\$ 71
Eng		Per app		
Eng	b. Outside Pavement	Per app	\$ 665	\$ 400
Eng	Additional Plan Check	Per app	\$ 665	\$ 96
Eng	Additional Inspection	Per app	\$ 133	\$ 71
Eng		Per app		
Eng	Telecommunication and Utilities Installation Permit (25 ft or less):	Per app		
Eng	i. Without Trenching	Per app	\$ 66	\$ 1,758
Eng	ii. With Trenching	Per app	\$ 133	\$ 1,829
Eng	iii With Trenching > 25 LF (per 100 LF or fraction thereof)	Per app	\$ 11	\$ 333
Eng	Property Improvement Permits and Reviews	Per app		
Eng	Grading and Drainage:	Per app		
Eng	a. Without Detention System	Hourly/min	\$ 1,330	\$ 1,272
Eng	b. With Detention System	Hourly/min	\$ 1,995	\$ 1,272
Eng	c. With Multiple Detention Systems	Hourly/min	\$ 2,394	\$ 1,696
Eng		Per app		
Eng	Detention System Annual Report Filing	Per app	\$ 80	\$ 424
Eng	Detention System Annual Report - Submittals Out of Compliance	Per app	\$ 199	\$ 424
Eng	StormWater Permit Compliance Review/Inspection Deposit	Hourly		\$ 500
Eng	StormWater Permit Compliance Review/Inspection	Hourly		
Eng	Stop Work Order (Penalty)	50% of permit		
Eng	Code Enforcement - Administrative (Penalty)	Hourly		
Eng		Per app		
Eng	Public Works application fee	Per app	\$ 199	\$ 117
Eng	Oversized load permit (outside of right of way)	Per app		\$ 333
Eng	Technology Surcharge (upgrade and maintain development technology) (1.9% of fee)	Per app		1.86%
Eng	Additional work not reflected above - at cost	Hourly		
<b>PW Staff Hourly Rates</b>				
	Public Works Superintendent	Houly	\$ 133	



			Unit Cost Summary	
Service Location	Fee Name	Unit	Current Fee/ Revenue	2013-2014 Fee
Eng_	<b>Encroachment Permits</b>			
Eng_	Asst/Assoc Engineer	Houly	\$ 133	
Eng_	Eng Tech	Houly	\$ 133	
Eng_	PW Director/Engineer		\$ 133	

