



TOWN OF DEWEY BEACH

www.townofdeweybeach.com

105 Rodney Avenue
Dewey Beach, DE 19971
302-227-6363 (Voice or TDD)
302-227-8319 (Fax)

To: All Town Commissioners

From: Mr. Scott Koenig, P.E.
Town Manager

A handwritten signature in black ink, appearing to be "SK", is written over the text "Town Manager".

Date: October 9, 2018

Attached are the 2019 MCSJ Software Support & License Agreement and the 2019 Hardware & System Software Support Agreement from Edmunds & Associates. These agreements support the software and hardware investments associated with our beach tax and other municipal information. The license agreement covers the period of January 1, 2019 through December 31, 2019. The fees necessary to cover these services totals \$6,960. Staff recommends continuing our relationship with Edmunds & Associates by executing these documents.

If you have any questions regarding this memorandum, please contact me at your earliest convenience

sdk/SDK

October 01, 2018

Dear Client:

E&A truly appreciates our client family and we look forward to rewarding your loyalty in 2019 with many MCSJ Software enhancements, creation of the E&A Community, regular webinars and the rebranded Virtual User Group that is relaunching in the Spring.

Regardless of whether you are a calendar or fiscal year entity, all support and license agreements are due January 2, 2019 and cover the period of January 1, 2019 through December 31, 2019.

- All attached agreements must be signed and returned prior to December 31, 2018 to continue use of MCSJ Software and receive software support, system enhancements, mandated changes and updates.
- If you purchased your system sometime in calendar year 2018, your support agreements have been pro-rated to the date of purchase to account for your one year of free support. If your system was purchased in 2017, and this year there is an increase, it's because your 2018 Support & License agreement was pro-rated.
- E&A has just started a significant MCSJ Software release to version 4.2.2, more information is available on our website. Our 4.3 Version to be released in Spring 2019 will include a new module for MCSJ Land Management.
- MCSJ Cloud based system provides daily back-up, enhanced security, performance and access, please contact us for more information.
- More E&A mobile apps are being added in the Apple & Google Play store. Search "MCSJ" for: MCSJ My Town, Attendance Entry, Meter Management, MyTown, Inspection and Inventory Management.

Please forward a purchase order in the amount of the enclosed invoice(s) with a signed copy of the enclosed agreements. Edmunds & Associates greatly appreciates the opportunity to serve your organization.

Best regards,

Edmunds & Associates, Inc.

2019 Minimum Recommended Back-up Procedures

******CRITICAL REQUIREMENT******

Every year clients lose data due to hardware failures, computer viruses, and ransomware. Please take proper precautions to protect and backup your data.

Edmunds & Associates strongly recommends performing regular backups on your MCSJ database. There are many third-party backup solutions available that allow you to backup to media such as tape drives, flash drives, external hard drives, and cloud storage. It is best to deploy a solution that backs up your data to a local media and off-site/cloud location as well so that it can be recovered in the event of a total loss. Edmunds & Associates offers a DataVault solution that automatically backs up your MCSJ data to the cloud daily.

Failure to follow these recommendations can greatly reduce our ability to help you recover from data loss. All consultations will be billable at our current hourly rate of \$150 per hour regardless of your hardware maintenance coverage plan. Please review the minimum suggested back up procedures listed below to help keep your data safe.

- ✓ The MCSJ database (mcsDB) should be backed up daily to separate media. One for each day of the week. This should not be done while users are in the system.
- ✓ Complete MCSJ directory back up should be done at least weekly.
- ✓ Media (tapes/flash drives/external HD) should be rotated and taken off site.
- ✓ Monthly media should be archived for at least 3 months.
- ✓ Backups should be tested at least every 30 days to verify MCSJ is being successfully backed up. **DO NOT** test by restoring to the original location. This will overwrite your live database.

The MCSJ application warns you if MCSJ data files have not been backed up in 3 days. It is the responsibility of each client to insure the success of these backups and include any other critical data is being properly backed up.

Client name: _____ Date: _____

Employee signature: _____

Printed name: _____

Please make a copy for your records and distribute as necessary.

Please sign and fax back to 609-645-3111.

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2019 MCSJ Software Support & License Agreement

To receive continued Application Software Support and MCSJ System upgrades from Edmunds & Associates, Inc. (E&A), you must enter into this agreement.

1. Any defects in the E&A Application Software as determined by E&A will be corrected at no cost to the user provided the said defect is not the result of misuse, operator error, or is beyond the original requirements of the system specifications.
2. E&A is responsible for providing software support under this agreement only for its proprietary application software. This includes all MCSJ licensed products. Support for third party products, i.e.; Microsoft Office, UCAARS, etc. are not covered under this agreement and all phone or on-site support is a billable service. Our minimum hourly rate is \$150 with at least one-half hour billable.
3. E&A proprietary end user documentation, faq's, helpful hints, video tutorials and such are for client use only and not to be distributed.
4. Standard telephone support will be available from 8:00am to 5:00 pm EST, Monday through Friday excluding holidays.
5. Each user of E&A MCSJ software is required to have a high-speed connection. E&A will provide support, enhancements and instruction for our application software via the Internet. Lack of compliance that requires an on site visit is billable at the rate of \$ 150 per hour for each person and reasonable travel expenses.
6. E&A's liability, damages or remedy on any claim shall not exceed the original cost of the E&A MCSJ software system. In no event shall E&A be held liable for consequential, incidental, indirect, special, punitive or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use our products.
7. No action arising from use of E&A's MCSJ software systems may be commenced more than 1 year after the basis for such claim could reasonably have been discovered.
8. E&A reserves the right to withdraw without penalty any E&A application software package from coverage at our sole discretion upon one-hundred-twenty (120) days notice.
9. This agreement must be signed and returned by December 31, 2018 for continued support. The effective date of this agreement is January 1, 2019 through December 31, 2019.

Client: _____

Authorized Representative: _____
Signature Date

Printed Name: _____

081018

301A Tilton Road
Northfield, NJ 08225
P: 1.609.645.7333
www.edmundsassoc.com

2019 Annual Support Maintenance Services

Client Support Services

- Phone support with priority resolution escalation
- E&A is staffed with Certified Finance Officers & Tax Collectors
- Remote desktop access for support inquiries & resolution
- E-mail & chat for support inquiries
- Technical issue resolution for MCSJ software operation
- MCSJ report printing resolution
- Client voting for Software Enhancements in “The Voice” community forum
- Software system enhancements at no additional cost
- State mandated changes at no additional cost
- Federal mandated changes at no additional cost

Software Updates, New Products & Development

- MCSJ Enhancements to Version 4.2.2 is available now
- MCSJ Fleet Maintenance module is available now
- MCSJ Land Management module will be available in Spring 2019
- Resident Self Service & Employee Self Service Portal Enhancements
- Mobile Apps/Portals - MCSJ My Town, Requisition, Attendance Maintenance, Meter Management, Inspection, Work Order, Permitting Self-Service, Vendor Self-Service Dashboard, Resident Self-Service, Web Inquiry & Payment Portal

Client Support Website Access

- Knowledge base & FAQ's
- Helpful hints
- Video tutorials
- Software system & technical documentation

Client Services

- More than 200 webinars/video tutorials every year
- E-mail alerts & notification of statutory changes
- End of year documentation and procedures
- FAQ automated responses
- Periodic notifications of quarterly and/or yearly tasks
- Newsletter subscription
- User group virtual webinar meetings at no cost
- 24/7 access to downloadable system patches and updates

2019 Hardware & System Software Support Agreement

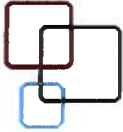
The majority of hardware purchased from Edmunds & Associates (E&A) carries a manufacturer's warranty of one (1) year. Please return this agreement to receive continued hardware service & support. The terms of this agreement are listed below:

1. Where applicable, all service of hardware and system software will take place at the client's site. It is the client's obligation to provide full and free access to all equipment and system software needing repair. If satisfactory repair cannot take place in a timely fashion, it will be replaced with an equal or better piece of equipment or a loaner will be provided.
2. One client representative will be responsible for contacting Edmunds & Associates to notify them of a service/support call. The problem will be explained to an Edmunds representative and the proper action will be taken.
3. Edmunds & Associates liability on any claim shall not exceed the replacement value of the piece of equipment being repaired. In no event shall Edmunds & Associates be liable for consequential, incidental, special, or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use the listed equipment.
4. Hardware or system software failure caused by the following is not covered under this agreement:
 - a. Abnormal usage or abuse of covered equipment.
 - b. Negligence or neglect on the part of the user.
 - c. Acts of God, epidemics, war, or riots.
 - d. **Proper back-up procedures were not followed or tapes are unavailable. See enclosed minimum back-up procedures sheet.**
5. Disposable or expendable items are not covered under this agreement. These items include, but are not limited to, printer ribbons, toner, developer, drums, tapes, and battery backups.
6. Network cables, printer cables, and power cords are not covered.
7. The frequency and requirement of preventive maintenance will be determined by Edmunds & Associates and will normally be performed at the same time as remedial maintenance.
8. Edmunds & Associates reserves the right to withdraw any item of equipment from coverage at the end of the initial term, or thereafter on thirty (30) days notice on its sole discretion if it determines the equipment cannot be repaired because of excessive wear or deterioration.

Client: _____

Authorized Representative: _____
Signature Date

Printed Name: _____
093010



Edmunds & Associates, Inc.

301 Tilton Road
Northfield, NJ 08225

INVOICE #
19-00012

INVOICE DATE: 10/01/18

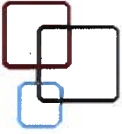
DUE DATE: 01/03/19

Dewey Beach
 Attn: Accounts Payable
 105 Rodney Ave.
 Dewey Beach, DE 19971-0000

Thank you for your business!
 Please contact us at (609) 645-7333
 with questions regarding this invoice.
 Visit our support site www.EA411.com

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
2019 Software Maintenance				
1.0000	MHEAD	2019 Software Maintenance	0.000000	0.00
1.0000	M-DE-TX1	SS Property Tax Billing I	2,205.000000	2,205.00
1.0000	M-DE-CE1	SS Permitting & Code Enf I	2,100.000000	2,100.00
1.0000	M-DE-AR1	SS Accounts Receivable I	945.000000	945.00
1.0000/YR	M-DE-DV	Data Vault Annual Fee	960.000000	960.00
1.0000/YR	M-DE-WPT	WIPP Tax Annual Fee	1,200.000000	1,200.00
1.0000	M-DE-CD	Courtesy Discount	1,112.000000-	-1,112.00
			TOTAL DUE:	<u>\$ 6,298.00</u>

MCSJ License & Maintenance fees cover services from January 1, 2019 thru December 31, 2019.



Edmunds & Associates, Inc.

301 Tilton Road
Northfield, NJ 08225

INVOICE #
19-01001

INVOICE DATE: 10/02/18

DUE DATE: 01/03/19

Dewey Beach
 Attn: Accounts Payable
 105 Rodney Ave.
 Dewey Beach, DE 19971-0000

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 with questions regarding this invoice.
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QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
2019 Hardware Maintenance				
1.0000	MHWHEAD	2019 Hardware Maintenance	0.000000	0.00
1.0000	M-DEH-P1	Maintenance Pervasive SQL I	180.000000	180.00
1.0000	M-DEH-V	Maintenance Receipt Validator	270.000000	270.00
1.0000	M-DEH-S	Maintenance Scanner	212.000000	212.00
			TOTAL DUE:	<u>\$ 662.00</u>

MCSJ License & Maintenance fees cover services from January 1, 2019 thru December 31, 2019.