

1/18/17

50317

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
EDMUNDS AND ASSOCIATES, INC.**

THIS CONTRACT is made effective the 1st day of **January, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **EDMUNDS AND ASSOCIATES, INC.**, with offices at 301 A Tilton Road, Northfield, New Jersey 08225 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for continued support and software maintenance agreements for various proprietary financial applications provided by Edmunds & Associates, Inc. which were previously installed in the County's system and are exceptions to the Local Public Contracts Law described in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract is being awarded consistent with provisions of the Gloucester County Administrative Code and N.J.S.A. 19:44A-20.4 et seq., with this Contractor having certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The contract shall be for the period of one (1) year from January 1, 2017 to December 31, 2017.
2. **COMPENSATION.** Contract shall be for the total amount of \$35,254.00.

Contractor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

3. **DUTIES OF PARTIES.** The specific duties of the Parties shall be as set forth in the 2017 Annual Support Maintenance Services document, the 2017 MCSJ Software Support and Licensing Agreement, and the 2017 Back-up Procedures submitted by the Contractor, which are

attached hereto, incorporated and made a part of this Contract.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

The Contractor where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of

this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

B. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

C. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

D. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

E. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense

(specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this

Contract, or to act upon a breach of this Contract, the other party shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

14. **CHANGES.** This Contract may be modified by change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

15. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

18. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

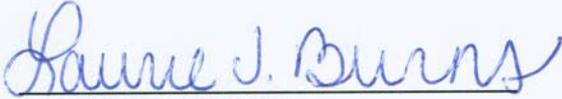
20. **CONTRACT PARTS.** This Contract consists of this Contract and the following three documents submitted by the Contractor and attached hereto: (1) the 2017 Annual Support Maintenance Services, (2) the 2017 MCSJ Software Support and Licensing Agreement, and (3) the 2017 Back-up Procedures. Should there occur a conflict documents identified above, then this Contract shall prevail.

THIS CONTRACT is effective as of the 1st day of January, 2017.

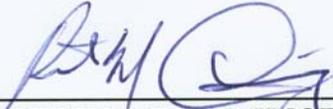
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER



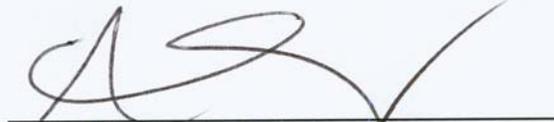
LAURIE J. BURNS,
CLERK OF THE BOARD



ROBERT M. DAMMING,
DIRECTOR

ATTEST:

EDMUNDS AND ASSOCIATES, INC.



By: RICHARD EDDY
Title: PRES.



October 2016

Dear Client:

Thank you for selecting Edmunds & Associates, the industry leader in commitment to innovation, support services, R&D investment and client/staff education.

Regardless of whether you are a calendar or fiscal year entity, all support and license agreements are due January 3, 2017 and cover the period of January 1, 2017 through December 31, 2017.

- All attached agreements must be signed and returned prior to December 31, 2016 to avoid delays in providing support.
- If you purchased your system sometime in calendar year 2016, 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 2015, and this year there is an increase, it's because your 2016 support agreement was pro-rated.
- The software support license agreement is mandatory and must be entered into for you to receive software support, system enhancements, mandated changes and updates.
- In 2017 there will be a major MCSJ Software release to version 4.1, more information is available on our website.
- Cloud based MCSJ 4.1 is available, please contact us to discuss options
- Mobile Apps: Meter Reading, Requisitions, Meter Management, Work Orders, Inspections, Code Enforcement, Permits, Violations, Rentals & Attendance 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.

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



2017 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 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 3 months 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 thirty (30) days notice.
9. This agreement must be signed and returned by December 31, 2016 for continued support. The effective date of this agreement is January 1, 2017 through December 31, 2017.

Client: County of Gloucester

Authorized Representative:  _____
Signature Date

Printed Name: Robert M. Damminger, Freeholder Director

100616

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

2017 Minimum Recommended Back-up Procedures

Edmunds & Associates strongly recommends the installation of a back-up in the fileserver, utilizing third party back-up software in addition to any cloud back up. The fileserver should have a high speed Internet connection. If this is not possible, a pc on the network with a high-speed connection will suffice.

If you do not install as recommended we will not be able to view the or restore files remotely. This would result in an unnecessary delay restoring files if we do not have remote access. All on site visits and phone consultations will be billable at our current hourly rate of \$ 150 per hour regardless of hardware maintenance coverage.

As a reminder we would like to review the minimum suggested back up procedures.

- ✓ Daily back-up of data files. Five different tapes/flash drives should be used, one for each day of the week.
- ✓ Tapes/flash drives should be rotated and stored off site on a daily basis.
- ✓ Complete MCSJ/SBx/UAx system back up should be done at least weekly.
- ✓ Monthly back-up tapes/flash drives should be archived for at least 3 months.
- ✓ Tapes/flash drives must be tested at least every 30 days to verify MCSJ is being successfully backed up. These test restores must be done to alternate locations, not in your live MCSJ location.

The MCSJ applications verify that Edmunds data files have been successfully backed up every 3 days. It is the responsibility of each client to insure other files/databases, such as PDF's and word processing are being properly backed up.

Client name: County of Gloucester

Date: _____

Employee signature: 

Printed name: Robert M. Damming, Freeholder Director

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

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

2017 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

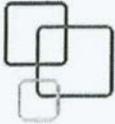
- Major MCSJ Upgrade to Version 4.1
- Cloud based MCSJ 4.1
- Resident Self Service & Employee Self Service Portal Enhancements
- Mobile Apps: Meter Reading, Requisitions, Meter Management, Work Orders, Permits, Inspections, Code Enforcement, Violations, Rentals & Attendance Management

Client Support Website Access

- Knowledge base & FAQ's
- Helpful hints
- Video tutorials
- User forums
- 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



Edmunds & Associates, Inc.
 301 A Tilton Road
 Northfield, NJ 08225

INVOICE #
17-00244

INVOICE DATE: 10/10/16
 DUE DATE: 01/03/17

Gloucester County
 Attn: Rosemary
 I T Department
 115 Budd Boulevard
 Woodbury, NJ 08096

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
2017 Software Maintenance				
1.0000	MHEAD	2017 Software Maintenance	0.00000	0.00
1.0000	M-NJ-FN4	SS Financial Accounting IV	15,750.00000	15,750.00
1.0000	M-NJ-ER3	SS Electronic Requisitions III	3,885.00000	3,885.00
1.0000	M-NJ-PR3	SS Payroll III	8,269.00000	8,269.00
1.0000	M-NJ-HR3	SS Human Resources III	7,350.00000	7,350.00
			TOTAL DUE:	\$ 35,254.00

MCSJ License & Maintenance fees cover services from January 1, 2017 thru December 31, 2017.