



# Tax Collection Upgrade Proposal

for the  
City of Long Beach, NY

September 16<sup>th</sup>, 2021

Prepared by:  
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## SQL Tax Collection Upgrade

Software Consulting Associates (SCA) announces the availability of its new SQL-based Tax Collection software to maintain and manage tax collections and payments in today's internet world.

### Features

- All tax collections in one program
- Integration of liens into tax program: delinquent taxes go to lien book, lien sale and can be paid off in the tax program
- Reports for multiple collections
- Improved print document module: auto-generate PDF feature, exemption/property class filters document web publishing for bills, receipts, etc. (with integration in Notes & Docs)
- Word mail merge integration
- Document auto-save on print (docs appear in Notes & Docs)
- Edit log tab (supports multiple tax changes)
- Custom report module, improved tax statement, open tax, tax search reports;
- Owner updates directly from RPS or PAS
- Fee creation from Inquire
- Inquire auto-refresh after making any change to taxes: PYMF edits, bounce checks, etc.
- Transaction module: ability to bounce payments made across multiple parcels, partial reversals, tools to move payments between collections and parcels
- Enhanced refund processing
- Full support for partial payments
- Parcel Year Master File edit supports multiple edits with improved display on the Edit Log tab

## Investment

### Tax Collection Upgrade

#### [ ] Tax Collection Upgrade

Software License	(\$4,000 per collection)	\$8,000
Data Conversion		\$800
Installation and Training		\$1,000

**Total for Tax Collection Upgrade:** **\$9,800**



## Tax Upgrade Authorization

The City of Long Beach, NY hereby agrees to the procedures outlined above and the "Terms and Conditions" attached hereto and made a part hereof, and authorizes Software Consulting Associates to proceed with the project.


The City of Long Beach, NY

By: 

Title: CITY MANAGER

Date: 11/8/2021

Software Consulting Associates

By: 

Title: President

Date: 9/16/2021



# Terms and Conditions

## License Agreement

This is a legal agreement between you (either an individual or an entity), the end user, and Software Consulting Associates.

### Responsibility of Software Consulting Associates (SCA).

SCA shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." SCA shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by you. Regardless of your acceptance of completed materials when delivered, SCA shall correct errors found either by you or SCA. See "Warranties; Limitations" for SCA's liability for all services.

### Your Responsibility.

You shall be responsible for the correctness and accuracy of the information you supply to SCA, for providing SCA with timely decisions and answers to questions raised by SCA, for inclusion of sufficient funds in your budget to pay SCA for services, and for the prompt payment of invoices. You shall also be responsible for completing your work in accordance with the "Performance Schedule."

### Adjustments to Performance Schedule; Unauthorized Delays.

A. Adjustments to Schedule. Upon the mutual consent of you and SCA, the "Performance Schedule" may be changed or extended if both parties agree to the change.

### Variations from Standard Methods or Procedures.

Variations from SCA's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. SCA will accommodate such variations wherever possible, with any additional charges for such variations, as determined by SCA and approved by you, to be paid by you.

### Payment Terms.

All payments shall be made within 30 days of installation of the upgrade. You shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.

### Software.

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

### Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

### Title.

All computer software and other intellectual property of SCA used in performing its services shall remain the property of SCA.



**Term and Termination.**

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.
- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.

**Warranties; Limitations.**

- A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

**Changes.**

You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

**Notices.**

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.



**Force Majeure.**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

**Disclaimer of Association.**

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

**No Waiver.**

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

**Dispute Resolution.**

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES  
54 Elizabeth St.  
Red Hook, NY 12571  
845-758-0104

**Performance Schedule**

**1) Support Terms and Fees**

- a. For the duration of the Term (commencing as described in the Agreement) or any Renewal Term, Licensee shall pay to LICENSOR the Annual Maintenance and Support Fee as specified in this Agreement.
- b. If no adjustments to maintenance occur via Exhibit A, then support for additional support terms shall be at LICENSOR's then current support rates, and such support rate shall not increase year on year more than the lesser of (i) the increase in the Producer Price Index for Finished Goods for the applicable period as such index has been officially established by the Department of Labor, US Government or (ii) five percent (5%).
- c. In the event Licensee purchases additional licenses, support fees for such licenses shall be pro-rated so as to be co-terminus with Licensee's existing support period. Licensee will be invoiced annually in the month prior to the beginning of the applicable year. In no event shall LICENSOR be responsible for providing support services for a period during which support coverage lapsed.
- d. If Licensee elects to resume support after a lapse of coverage, Licensee shall pay LICENSOR for the period of time in which support coverage lapsed. Licensee's payment for the lapsed period shall be the then current support fee for the number of months that coverage lapsed. To resume



support after a lapse of coverage, Licensee must purchase a minimum of one full year's support beyond the lapsed period. If Licensee resumes coverage after a lapse of coverage, the support renewal date shall be changed to the date on which Licensee paid all support fees for the lapsed period and a minimum of one additional year of support.

## 2) Support Services

- a. Upon payment of the support fees listed in this Agreement, LICENSOR will provide support services for the Licensed Software as detailed below.
- b. During the term of the support program, LICENSOR will provide only technical Level 3 support as described in section 7 of this Exhibit for the Licensed Software. LICENSOR shall make available staff to assist Licensee in solving technical problems with the Licensed Software. LICENSOR shall provide telephone support during its normal business hours (defined as 9:00 AM to 5:00 PM, local time of Licensee, Monday through Friday, excluding public holidays). LICENSOR will maintain a sufficient number of telephone support lines and a sufficient number of support contacts to ensure timely responses to calls and e-mails from Licensee and to otherwise satisfy LICENSOR's obligations hereunder. Under this support program, LICENSOR agrees to provide a response, but not necessarily a solution, to Licensee within four (4) normal business hours, as defined in this Agreement, upon notification by Licensee to LICENSOR (via the telephone, email or the internet) of problems or defects with the Licensed Software.
- c. Updates and Upgrades to the Licensed Software and Documentation: During the Term of the Agreement, LICENSOR shall provide Licensee with all Updates and Upgrades to the Licensed Software and Documentation in accordance with Section of this Software License Agreement. LICENSEE agrees to pay the amount set forth in this Agreement for professional services fees associated with implementing any Update or Upgrade.
- d. LICENSOR reserves the right to charge Licensee for any documented third party costs associated with any Upgrade, provided that LICENSOR gives notice of such cost to Licensee prior to the implementation of the Upgrade. Such third party costs shall specifically be limited to third party technology sublicensing fees paid by LICENSOR.

## 3) Licensee's Responsibilities

- a. Remote Diagnostics: Licensee shall provide LICENSOR with the necessary remote access to the Licensee's designated server so that LICENSOR may provide remote dial-in support services.
- b. Licensee's Designated Contact: Licensee shall appoint one individual within Licensee's organization to serve as the primary contact between Licensee and LICENSOR and to receive support through the telephone support center.
- c. Licensee's dedicated Resource to LICENSOR Licensed Software: Licensee shall appoint at least one individual within its organization who is familiar with all modifications, customizations or extensions to the Licensed Software, and has access to any and all source code related to same. Such individual shall act as the primary contact for any support calls to LICENSOR involving such modifications, customizations or extensions to Licensed Software.

**4) Limitations**

- a. Support of Customizations, Modifications or Extensions to Licensed Software: LICENSOR will use commercially reasonable efforts to assist Licensee in its attempts to remedy any problems with the Licensed Software resulting from any customizations, modifications, or extensions to the Licensed Software, regardless of by whom such customizations, modifications, or extensions were performed.
- b. LICENSOR acknowledges that Licensee's intended use of the Licensed Software is paramount to the conducting of Licensee's operations. LICENSOR will use its best efforts in providing additional support and consulting services, which go beyond the scope of existing agreements in order to avoid any disruption of Licensee's operations. Additional support and consulting services requested by Licensee and provided by LICENSOR to Licensee that are not covered by the Support agreement will be charged at the then current rates if they are:
- i. not related to a functional problem of the Licensed Software or if the software function does not represent a discrepancy from the published specifications;
  - ii. related to wrong data input if such data input is provided by Licensee or any third party;
  - iii. related to installation or operation problems of the Licensed Software on platforms that are not certified by LICENSOR;
  - iv. pertaining to the availability of the Licensed Software if it is impeded by the availability of the Network, Operating System, Hardware or any third-party software like Database system and if the impeding system is hosted or controlled by Licensee;
  - v. related to Licensed Software that has been altered or modified by Licensee or any third party unless such alteration or modification is done in conjunction with, full knowledge and consent of LICENSOR;
  - vi. for assisting Licensee in additional configurations like setting up User Accounts, changing or adding custom reports, templates, menu and screen layouts.

**5) Support Call Classifications, Response Times and Escalation**

In the event the Licensed Software fails to comply with the provisions set forth in this Agreement, LICENSOR shall respond based on the severity of any defect or error in the Licensed Software according to the following time schedule:

- a. Critical priority support incidents: A critical priority support incident shall be defined as one where an error or defect in the Licensed Software negatively impacts Licensee's core operational process in a serious and material fashion (i.e. a "Server down" situation) and no workaround is available. In the event of a critical priority support incident, LICENSOR shall do the following:



- i. Provide a response to Licensee within sixty (60) minutes and use all commercially reasonable efforts to resolve the situation within twenty-four (24) hours.
  - ii. If unable to resolve the situation, LICENSOR shall escalate the problem to the highest management level and continue to use all commercially reasonable efforts to resolve such problem within the next twenty-four (24) business hours.
  - iii. If still unable to resolve the situation, LICENSOR shall dispatch trained LICENSOR resources to Licensee's place of operations within one business day to resolve such problems.
- b. Serious priority support incidents: A serious priority support incident shall be defined as one where an error or defect in the Licensed Software affects multiple users or directly impacts commitments to Licensees or business partners. In the event of a serious priority support incident, LICENSOR shall do the following:
- i. Provide a response to Licensee within sixty (60) minutes and use all commercially reasonable efforts to resolve the situation twenty-four (24) hours.
  - ii. If unable to resolve the situation, LICENSOR shall escalate the problem to the highest management level and continue to use all commercially reasonable efforts to resolve such problem within the next twenty-four (24) business hours.
  - iii. If still unable to resolve the situation, LICENSOR shall dispatch trained LICENSOR resources to Licensee's place of operations within one business day to resolve such problems.
- c. Medium priority support incidents: A medium priority support incident shall be defined as one where an error or defect in the Licensed Software is typically occurring on a non-regular basis, affects only a portion of the Licensed Software, yet still allows Licensee to fulfil its core operational processes. In the event of a medium priority support incident, LICENSOR shall do the following:
- i. Provide a response to Licensee within one (1) business day
  - ii. Use all commercially reasonable efforts to resolve the situation within five (5) business days.
- d. Low priority support incidents: A low priority support incident shall be defined as one where an error or defect in the Licensed Software is typically occurring on an irregular basis, still allows Licensee to fulfill its core operational processes and is a low priority for Licensee. In the event of a low priority support incident, LICENSOR shall do the following:
- i. Provide a response to Licensee within one (1) business day
  - ii. Resolve the problem or defect in the next scheduled service pack or Update to the Licensed Software.

## 6) Escalation

If an issue is not closed to Customer's satisfaction or if the time for response exceeds agreed upon maximums, Customer may either re-open and/or escalate the issue to LICENSOR's Service Center Management.

7) Support Level Description

Support Level	Details
Level 1	<ul style="list-style-type: none"> <li>- <b>First point of contact</b> (FPOC by e-mail, phone or web for super-user)</li> <li>- <b>Incident Management</b></li> <li>- Consider the service level agreement</li> <li>- Organize support mailbox and archival</li> <li>- Handle calls (creation, qualification, coordination, assignment and tracking of issues)</li> <li>- Transfer calls to level 2 or higher</li> <li>- <b>Non-Complex Incident Resolution</b> (e.g. basic troubleshooting, meaningful Isolation, rescheduling)</li> <li>- <b>Coordination and Communication</b> (trigger needed action between internal and external teams)</li> </ul>
Level 2	<ul style="list-style-type: none"> <li>- <b>DBA execution</b></li> <li>- Run SQL statements and procedures, start-up, troubleshoot, performance</li> <li>- <b>Knowledge Management</b></li> <li>- Provide and update technical content/documentation of application</li> <li>- <b>Release to Production execution</b></li> <li>- <b>Operations Management</b></li> <li>- Manage the day to day processing with involved teams, provide input for change, continuity and customer management, maintain application infrastructure</li> <li>- <b>Problem and Incident Management</b></li> <li>- Identify problems, analyse root cause, trigger corrective actions, resolve issues, update documentation</li> <li>- <b>General knowledge of application functionality and backend processes is required</b></li> </ul>
Level 3	<ul style="list-style-type: none"> <li>- <b>Infrastructure and Knowledge Management</b></li> <li>- Ensure all internal support personnel is trained</li> <li>- Deep Technical Support (DBA, Product, Framework)</li> <li>- <b>Problem and Risk Management</b></li> <li>- Identify problems, analyse root cause, trigger/validate corrective actions, resolution</li> <li>- Track requests to make changes to the Application environment or any aspect of IT application services</li> <li>- Manage new releases and changes, ensure delivery, communication and internal training</li> <li>- Evaluate requests for appropriateness, scope, impact, and ownership</li> <li>- Ensure service level and performance, establish necessary procedures with contacts and paths</li> </ul>

